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A SERIES OF TEXTBOOKS FOR PERSONS ENGAGED IN THE ENGINEERING
PROFESSIONS AND TRADES OR FOR THOSE WHO DESIRE
INFORMATION CONCERNING THEM. FULLY ILLUSTRATED
AND CONTAINING NUMEROUS PRACTICAL
EXAMPLES AND THEIR SOLUTIONS

PRINCIPLES OF LAW

BOOK OF FORMS

6383L

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INTERNATIONAL TEXTBOOK COMPANY

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PREFACE

The International Library of Technology is the outgrowth of a large and increasing demand that has arisen for the Reference Libraries of the International Correspondence Schools on the part of those who are not students of the Schools. As the volumes composing this Library are all printed from the same plates used in printing the Reference Libraries above mentioned, a few words are necessary regarding the scope and purpose of the instruction imparted to the students of—and the class of students taught by—these Schools, in order to afford a clear understanding of their salient and unique features.

The only requirement for admission to any of the courses offered by the International Correspondence Schools is that the applicant shall be able to read the English language and to write it sufficiently well to make his written answers to the questions asked him intelligible. Each course is complete in itself, and no textbooks are required other than those prepared by the Schools for the particular course selected. The students themselves are from every class, trade, and profession and from every country; they are, almost without exception, busily engaged in some vocation, and can spare but little time for study, and that usually outside of their regular working hours. The information desired is such as can be immediately applied in practice, so that the student may be enabled to exchange his present vocation for a more congenial one or to rise to a higher level in the one he now pursues. Furthermore, he

wishes to obtain a good working knowledge of the subjects treated in the shortest time and in the most direct manner possible.

In meeting these requirements, we have produced a set of books that in many respects, and particularly in the general plan followed, are absolutely unique. In the majority of subjects treated the knowledge of mathematics required is limited to the simplest principles of arithmetic and mensuration, and in no case is any greater knowledge of mathematics needed than the simplest elementary principles of algebra, geometry, and trigonometry, with a thorough, practical acquaintance with the use of the logarithmic table. To effect this result, derivations of rules and formulas are omitted, but thorough and complete instructions are given regarding how, when, and under what circumstances any particular rule, formula, or process should be applied; and whenever possible one or more examples, such as would be likely to arise in actual practice—together with their solutions—are given to illustrate and explain its application.

In preparing these textbooks, it has been our constant endeavor to view the matter from the student's standpoint, and to try and anticipate everything that would cause him trouble. The utmost pains have been taken to avoid and correct any and all ambiguous expressions—both those due to faulty rhetoric and those due to insufficiency of statement or explanation. As the best way to make a statement, explanation, or description clear is to give a picture or a diagram in connection with it, illustrations have been used almost without limit. The illustrations have in all cases been adapted to the requirements of the text, and projections and sections or outline, partially shaded, or full-shaded perspectives have been used, according to which will best produce the desired results. Half-tones have been used rather sparingly, except in those cases where the general effect is desired rather than the actual details.

It is obvious that books prepared along the lines mentioned must not only be clear and concise beyond anything

heretofore attempted, but they must also possess unequaled value for reference purposes. They not only give the maximum of information in a minimum space, but this information is so ingeniously arranged and correlated, and the indexes are so full and complete, that it can at once be made available to the reader.

Six volumes of this library treat of the science of law. The present volume is made up of business and legal forms that are essential to all who desire practical information respecting the manner of composing legal and business instruments. This Book of Forms will prove of great use, not only to conveyancers, justices of the peace, and others who are required to know how to correctly draw such papers, but to many persons to whom the ability of knowing how to draft an instrument is indispensable, both because of their inability to secure the services of experts and as a matter of convenience to themselves. Persons, also, who take up the study of the principles of law to learn the component parts of a deed or mortgage and the essentials of commercial paper, become more proficient by having before them practical illustrations of the knowledge they seek. This volume will be especially useful in every counting-house, bank, and other corporation office.

The method used in numbering the pages and articles is such that each subject or part, when the subject is divided into two or more parts, is complete in itself; hence, in order to make the index intelligible, it was necessary to give each subject or part a number. This number is placed at the top of each page, on the headline, opposite the page number and to distinguish it from the page number it is preceded by the printer's section mark (§). Consequently, a reference such as § 37, page 26, will be readily found by looking along the inside edges of the headlines until § 37 is found, and then through § 37 until page 26 is found.

INTERNATIONAL TEXTBOOK COMPANY.

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BOOK OF FORMS

ACKNOWLEDGMENTS

ALABAMA

GENERAL FORM OF ACKNOWLEDGMENT

State of }
County of } ss.

I, [name and style of officer], hereby certify that
., whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this . . . day of, A. D. 19 . . .

[L. S.]

_____ [Official title]

ACKNOWLEDGMENT BY WIFE IN CONVEYANCE OF HOMESTEAD PROPERTY

State of }
County of } ss.

I, [name and style of officer], do hereby certify that on the . . . day of, A. D. 19 . . ., came before me the within named, known to me [or, made known to me] to be the wife of the within named, who being examined separate and apart from her husband, touching her signature to the within, acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

In witness whereof, I have hereunto set my hand this . . . day of, A. D. 19 . . .

[L. S.]

_____ [Official title]

For notice of copyright, see page immediately following the title page

ACKNOWLEDGMENT FOR CORPORATION

State of }
 County of } ss.

I, [name and style of officer] in and for said state and county, hereby certify that, as president of [name of corporation], whose name is signed to the foregoing conveyance and who is known to me to be the president of said [name of corporation], acknowledged before me on this day that being informed of the contents of the above conveyance, he executed the same voluntarily as the act and deed of said [name of corporation] on the day the same bears date, and that he is duly authorized by said corporation to execute this conveyance.

Given under my hand this . . . day of, A. D.
 19 .

[L. S.]

. [Official title]

CERTIFICATE OF PROOF BY SUBSCRIBING WITNESS

State of }
 County of } ss.

I, [name and style of officer], hereby certify that
, a subscribing witness to the foregoing conveyance, known to me, appeared before me this day, and being sworn, stated that, the grantor in the conveyance, voluntarily executed the same in his presence, and in the presence of the other subscribing witness, on the day the same bears date; that he attested the same in the presence of the grantor and of the other witness, and that such other witness subscribed his name as a witness in his presence.

Given under my hand this . . . day of, A. D.
 19 .

[L. S.]

. [Official title]

ARIZONA

GENERAL FORM OF ACKNOWLEDGMENT

Territory of }
 [or, State of] ss.
 County of }

Before me, [name and character of the officer], on this day personally appeared, known to me [or, proved to me on the oath of] to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this . . . day of , A. D. 19

[L. S.]

. . . . [Official title]

ACKNOWLEDGMENT OF MARRIED WOMAN CONVEYING
HOMESTEAD PROPERTY

Territory of }
 [or, State of] ss.
 County of }

Before me, [name and character of the officer], on this day personally appeared, wife of, known to me [or, proved to me on oath of] to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and she did not wish to retract it.

Given under my hand and seal of office this . . . day of , A. D. 19

[L. S.]

. . . . [Official title]

ACKNOWLEDGMENTS

CERTIFICATE OF PROOF BY SUBSCRIBING WITNESS

Territory of . . . }
 [or, State of . . .] ss.
 County of . . . }

Before me, [name and character of the official], on this day personally appeared . . . , known to me [or, proved to me on the oath of . . .] to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and after being duly sworn by me, stated on oath that he saw . . . , the grantor or person who executed the foregoing instrument, subscribe the same [or, that the grantor or person who executed such instrument of writing acknowledged in his presence that he had executed the same for the purposes and consideration therein expressed], and that he had signed the same as a witness at the request of the grantor [or, person who executed the same].

Given under my hand and seal of office this . . . day of . . . , A. D. 19 . . .
 [L. s.] . . . [Official title] . . .

ARKANSAS

GENERAL FORM OF ACKNOWLEDGMENT

State of . . . }
 County of . . . } ss.

On this . . . day of . . . , A. D. 19 . . . , before me, [name and title of officer] within and for the county of . . . , in the state of . . . , appeared in person . . . , to me personally well known as the person whose name appears upon the within and foregoing deed of conveyance, as the party grantor, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

In testimony whereof, I have hereunto set my hand, at the county of . . . , on the . . . day of . . . , A. D. 19 . . .
 [L. s.] . . . [Official title] . . .

My commission expires . . .

ACKNOWLEDGMENT BY HUSBAND AND WIFE

State of } ss.
County of }

On this . . . day of, A. D. 19 . . . , before me, [name and official title] within and for the county of, in the state of, appeared in person, to me personally well known as one of the parties grantor, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

And I further certify, that on this day voluntarily appeared before me, wife to the said, to me well known to be the person whose name appears upon the within and foregoing deed, and, in the absence of her said husband, declared that she had, of her own free will, executed the same, for the purposes therein contained and set forth, without compulsion or undue influence of her said husband.

In testimony whereof, I have hereunto set my hand, at the county of, on the . . . day of, A. D. 19

[L. s.] [Official title]

My commission expires

ACKNOWLEDGMENT FOR CORPORATION

State of } ss.
County of }

Before me, [name and official title], on this day personally appeared, president of the Company, a corporation of the state of, party to the foregoing instrument, personally known [or, proved] to me to be the same person whose name is subscribed to said instrument as president of said company, and duly acknowledged that, as such president, he executed said instrument and affixed said company's corporate seal thereto, and that said company executed said instrument through and by him for the consideration and purposes therein mentioned and set forth.

Given under my hand and seal of office this . . . day of, A. D. 19

[L. s.] [Official title]

My commission expires

CERTIFICATE OF PROOF BY SUBSCRIBING WITNESS

State of }
 County of } ss.

Be it remembered, that on this day came before me, [name and official title],, one of the subscribing witnesses to the foregoing [or, within] deed, to me personally well known [or, to me satisfactorily proved by his affidavit or, the affidavit of, indorsed upon the foregoing deed] to be the same whose name is subscribed as a witness to said deed, who, being by me first duly sworn, stated that he saw, the grantor in said deed, subscribe the same on the day of its date [or, that, the grantor in said deed, acknowledged in his presence, on the . . . day of, A. D. 19 . . . , that he had executed said deed for the consideration and purposes therein expressed], and that he and, the other subscribing witness, subscribed said deed as attesting witnesses at the request of said grantor.

In testimony whereof, I have hereunto set my hand and seal of office, on this . . . day of, A. D. 19 . . .

[L. s.]

[Official title]

My official term expires

 CALIFORNIA

GENERAL FORM OF ACKNOWLEDGMENT

State of }
 County of } ss.

On this . . . day of, A. D. 19 . . . , before me, [official title], personally appeared, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that executed the same.

[L. s.]

[Official title]

[The acknowledgment of a married woman is taken as if she were unmarried.]

ACKNOWLEDGMENT FOR CORPORATION

State of }
County of } ss.

On this . . . day of, A. D. 19 . . . , before me, [name and title of officer], personally appeared, known to me to be the president [or, secretary] of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

[L. S.] [Official title]

ACKNOWLEDGMENT BY ATTORNEY IN FACT

State of }
County of } ss.

On this . . . day of, A. D. 19 . . . , before me, [name and official title], personally appeared, known to me [or, proved to me on the oath of] to be the person whose name is subscribed to the within instrument as the attorney in fact of, and acknowledged to me that he subscribed the name of thereto as principal, and his own name as attorney in fact.

[L. S.] [Official title]

CERTIFICATE OF PROOF BY SUBSCRIBING WITNESS

State of }
County of } ss.

On this . . . day of, A. D. 19 . . . , before me, [name and official title], in and for said county, personally appeared, to me personally known [or, proved on the oath of], whose name is subscribed to the foregoing [or, within] instrument as an attesting witness, who being by me duly sworn, testified and proved to my satisfaction that he was acquainted with, whose name is subscribed to said instrument as a party, and knew him to be the person therein

ACKNOWLEDGMENTS

described; that said did in his presence execute and deliver said instrument [or, the said
 acknowledged to him that he had executed and delivered said instrument] as his act and deed; and that he, the said, had thereupon subscribed his name at the request of the said as a witness thereto.

[L. s.]

. [Official title]

 COLORADO

GENERAL FORM OF ACKNOWLEDGMENT

State of }
 County of } ss.

. appeared before me, this . . . day of, A. D. 19 . . . , in person, and acknowledged the foregoing instrument to be his act and deed, for the uses specified therein.

Witness my hand and official seal.

[L. s.]

. [Official title]

[A married woman acknowledges as if unmarried. In the case of a corporation, the president or other presiding officer simply acknowledges the deed as the act and deed of the corporation.]

 CONNECTICUT

GENERAL FORM OF ACKNOWLEDGMENT

State of }
 County of } ss.

[Name of town, and date]

Personally appeared, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed before me.

[L. s.]

. [Official title]

[The acknowledgment of a married woman is taken as if she were unmarried.]

ACKNOWLEDGMENT FOR CORPORATION

State of }
County of } ss. [Name of town, and date]

Personally appeared, who being duly authorized and appointed by vote of the directors of the said [name of corporation] the agent of said company for the purpose of executing the foregoing instrument, acknowledged that he executed the same as the free act and deed of the said corporation, and as his own free act and deed, before me.

[L. S.] [Official title]

DELAWARE

ACKNOWLEDGMENT BY HUSBAND AND WIFE

State of }
County of } ss.

Be it remembered, that on the . . . day of, A. D. 19 . . . , personally came before the subscriber, [official title] for the county aforesaid,, and, his wife, parties to this indenture [or, instrument], known to me personally to be such, and severally acknowledged said indenture [or, instrument] to be their act and deed, respectively; and that the said, being at the same time privately examined by me apart from her husband, acknowledged that she executed the said indenture [or, instrument] willingly, without compulsion or threats, or fear of her husband's displeasure.

Witness my hand and official seal the day and year aforesaid.

[L. S.] [Official title]

ACKNOWLEDGMENT FOR CORPORATION

State of }
County of } ss.

Be it remembered, that on the . . . day of, A. D. 19 . . . , before me, [official title], came, the president of the, to me personally known, and who, being by me duly sworn, deposes and says: That he resides in, in said county;

that he is the president of the; that the seal affixed to the within indenture is the corporate seal of the president, directors, and company of the said corporation, and was affixed to the said indenture by order of said directors, for the uses therein expressed; and that he, by like order, did subscribe his name thereto, as president of said corporation.

Witness my hand and official seal the day and year aforesaid.

[L. S.]

. [Official title]

DISTRICT OF COLUMBIA

GENERAL FORM OF ACKNOWLEDGMENT

[If the acknowledgment be taken within the district, the caption will be simply "District of Columbia"; if taken without the district, it will be according to the jurisdiction within which it is taken.]

State of }
County of } ss.

I, [name and official title] in and for the county [or, city, or, parish, or, district] aforesaid, in the state [or, territory, or, district] of, do hereby certify, that, party to a certain deed, bearing date on the . . . day of, A. D. 19 . . . , and hereunto annexed, personally appeared before me in the county [or, city, etc.] aforesaid, the said being personally well known to me, as the person who executed the said deed and acknowledged the same to be his act and deed.

Given under my hand and seal, this . . . day of
A. D. 19

[L. S.]

. [Official title]

ACKNOWLEDGMENT BY MARRIED WOMAN

State of }
County of } ss.

I, [name and official title] in and for the county [or, city, or, parish, or, district] aforesaid, in the state [or, territory, or, district] of, do hereby certify that, the wife of, party to

a certain deed bearing date on the . . . day of . . . , A. D. 19 , and hereto annexed, personally appeared before me in the . . . aforesaid, the said . . . , being well known to me, as the person who executed the said deed, and being by me examined privily and apart from her husband, and having the deed aforesaid fully explained to her, she, the said . . . , acknowledged the same to be her act and deed, and declared that she had willingly signed, sealed, and delivered the same, and that she wished not to retract it.

Given under my hand and seal the . . . day of . . .
A. D. 19 .
[L. s.] . . . [Official title] . . .

ACKNOWLEDGMENT FOR CORPORATION

[The deed should appoint an attorney to appear and acknowledge, etc., and should be executed by the president under the corporate seal.]

State of . . . }
County of . . . } ss.

I, [name and title of officer] in and for the county of . . . and state aforesaid, do hereby certify that . . . , to whom the power of attorney is given by the . . . , party grantor in a certain deed of indenture, bearing date the . . . day of . . . , A. D. 19 , and hereto annexed, personally appeared before me in my county aforesaid, the said . . . , being personally well known to me as the person named as the attorney in the said deed, and the said . . . did acknowledge the same to be the act and deed of the [name of corporation in full].

Given under my hand and official seal this . . . day of . . . , A. D. 19 .
[L. s.] . . . [Official title] . . .

FLORIDA

GENERAL FORM OF ACKNOWLEDGMENT

State of . . . }
County of . . . } ss.

On this day personally appeared before me, [name and official title], . . . , to me well known as the

person described in and who executed the foregoing instrument, and acknowledged that he executed the same for the purposes therein expressed, and prays that it may be admitted to record.

In witness whereof, I have hereunto set my hand and official seal at, this . . . day of, A. D. 19

[L. s.]

[Official title]

ACKNOWLEDGMENT BY MARRIED WOMAN

State of }
County of } ss.

On this day personally appeared before me, [name and official title],, to me well known as the wife of, the person described in and who executed the foregoing instrument, who, being by me examined separate and apart from her husband, the said, acknowledged that she made herself a party to the foregoing instrument, for the purpose of relinquishing all her right, title, dower, and interest, either legal or equitable, in and to the said premises, and that she executed the same freely and voluntarily, without fear, compulsion, restraint, or apprehension from her said husband, the said

In witness whereof, I have hereunto set my hand and official seal at, this . . . day of, A. D. 19

[L. s.]

[Official title]

ACKNOWLEDGMENT FOR CORPORATION

State of }
County of } ss.

On this . . . day of, A. D. 19, before me, [name and title of officer], personally appeared, president [or other officer] of [name of corporation], to me known to be the person described in and who executed the foregoing instrument, and acknowledged the execution thereof to be the free act and deed of the [name of corporation], for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

[L. s.]

[Official title]

GEORGIA

GENERAL FORM OF ACKNOWLEDGMENT

State of }
 County of } *ss.*

Before me, , the undersigned, [official title], personally came , to me known to be the person described in and who executed the foregoing [or, within] conveyance, and acknowledged the same to be his free act and deed.

In witness whereof I have hereunto set my hand and seal this . . . day of , A. D. 19

[L. s.]

. [Official title]

ACKNOWLEDGMENT BY HUSBAND AND WIFE

State of }
 County of } *ss.*

Be it remembered, that on this . . . day of , A. D. 19 . . . , before me, the undersigned, [official title], personally appeared , and , his wife, to me personally known to be the individuals named in and who executed the foregoing deed for the purposes therein named and mentioned, and the said being duly examined by me, separately and apart from her said husband, did declare that she did freely and voluntarily, and without any compulsion from her said husband, sign, seal and deliver the said deed for the purposes therein mentioned, with intention thereby to renounce, give up, and forever quit claim her right of dower and thirds, and all her other interest of, in, and to the lands and tenements therein mentioned and conveyed.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

[L. s.]

. [Official title]

[The foregoing relinquishment of dower by the wife is unnecessary, except where the husband acquired the property prior to the Act of 1866 by virtue of his marital rights.]

**CORPORATION ACKNOWLEDGMENT BEFORE A
COMMISSIONER**

State of }
County of } ss.

I,, a commissioner of deeds for the state of Georgia, in the state of, residing at, do hereby certify that the foregoing instrument in writing was executed by the above-named, as president of the [name of corporation], and the seal of said corporation attached thereto by him in my presence on the . . . day of, A. D. 19 . . ., in due form of law.

Witness my hand and official seal, this . . . day of, A. D. 19 . . .

[L. S.]

.
[Official title]

IDAHO

GENERAL FORM OF ACKNOWLEDGMENT

State of }
County of } ss.

On this . . . day of, A. D. 19 . . ., before me, [name and quality of officer], personally appeared, known to me [or, proved to me on the oath of] to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

[L. S.]

.
[Official title]

ACKNOWLEDGMENT BY MARRIED WOMAN

State of }
County of } ss.

On this . . . day of, A. D. 19 . . ., before me, [name and quality of officer], personally appeared, known to me [or, proved to me on the oath of] to be the person whose name is subscribed to the within instrument, described as a married woman, and upon an examination, without the hearing of her husband, I made her acquainted with the contents of the instrument, and thereupon she acknowledged to me that she

executed the same and that she does not wish to retract such execution.

[L. s.]

_____ [Official title] _____

ACKNOWLEDGMENT FOR CORPORATION

State of } ss.
County of }

On this . . . day of, A. D. 19 . . . , before me, [name and quality of officer], personally appeared, known to me [or, proved to me on the oath of] to be the president [or, secretary] of the corporation that executed this instrument, and acknowledged to me that such corporation executed the same.

[L. s.]

_____ [Official title] _____

ILLINOIS

ACKNOWLEDGMENT BY HUSBAND AND WIFE

State of } ss.
County of }

I, [name and official title], do hereby certify that, and, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument, as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and private [or, official] seal, this . . . day of, A. D. 19

[L. s.]

_____ [Official title] _____

ACKNOWLEDGMENT FOR CORPORATION

State of } ss.
County of }

I, [name and official title], do hereby certify that, the president, and, the secretary of the [name of corporation], above named, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such president and secretary, as having executed the said instrument on

behalf of the said [name of corporation], appeared before me, this day, in person, and acknowledged that they signed and affixed the corporate seal of said [here insert name of corporation] to said instrument, and delivered the same freely and voluntarily as the act and deed of the said [here insert name of corporation] for the uses and purposes therein set forth.

Given under my hand and private [or, official] seal this . . . day of . . . , A. D. 19 . . .

[L. S.]

[Official title]

CERTIFICATE OF PROOF BY A SUBSCRIBING WITNESS

State of }
County of } ss.

Be it remembered that on this . . . day of . . . , A. D. 19 . . . , before me, [name and official title], duly appointed and commissioned, personally appeared . . . , to me personally known [or, who has been proved to me on the oath of . . . , a credible witness] to be a subscribing witness to the foregoing deed, who, after being duly sworn, according to law, deposeth and saith that . . . , whose name appears subscribed to said deed, is the real person who executed the same, and that he, the said . . . , subscribed his name as a witness thereto in the presence and at the request of said . . . , which is sufficient evidence to me of the execution of said deed.

In witness whereof, I have hereunto set my hand and seal at . . . , this . . . day of . . . , A. D. 19 . . .

[L. S.]

[Official title]

INDIAN TERRITORY

GENERAL FORM OF ACKNOWLEDGMENT

Indian Territory . . . }
[or, State of . . .] } ss.
County of }

On this . . . day of . . . , A. D. 19 . . . , before me, [name and official title] within and for the county of . . . , appeared in person . . . , to me

personally known as the person whose name appears upon the within and foregoing deed of conveyance, as the party grantor, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

In testimony whereof, I have hereunto set my hand, as such, at the county of, on the . . . day of, A. D. 19

[L. s.]

. [Official title]

ACKNOWLEDGMENT OF HUSBAND AND WIFE

Indian Territory . . }
[or, State of . . .] } ss.
County of }

On this . . . day of, A. D. 19 . . . , before me, [name and official title] within and for the county of, appeared in person, to me personally well known as one of the parties grantor, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify. And I further certify, that on this day voluntarily appeared before me, wife to the said, to me well known to be the person whose name appears upon the within and foregoing deed, and, in the absence of her said husband, declared that she had, of her own free will, executed the same, for the purposes therein contained and set forth, without compulsion or undue influence of her said husband.

In testimony whereof, I have hereunto set my hand, as such, at the county of, on the . . . day of, A. D. 19

[L. s.]

. [Official title]

INDIANA

ACKNOWLEDGMENT BY HUSBAND AND WIFE

State of }
County of } ss.

Before me, [name and official title], this . . . day of, A. D. 19 . . . , appeared, and

....., his wife, both to me well known, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

[L. s.]

[Official title]

My commission expires, 19 .

ACKNOWLEDGMENT FOR CORPORATION

State of } ss.
County of }

Before me, [name and official title], this . . . day of, A.D. 19 . . . , appeared, president of, a corporation, and, secretary of said corporation, and as such officers and on behalf of said corporation acknowledged the execution of the foregoing deed [or, instrument].

Witness my hand and official seal.

[L. s.]

[Official title]

My commission expires, 19 .

CERTIFICATE OF PROOF BY SUBSCRIBING WITNESS

State of } ss.
County of }

Be it remembered, that on this . . . day of, A. D. 19 . . . , before me, the undersigned, [official title], personally appeared, a subscribing witness to the execution of the within [or, foregoing] deed, of lawful age, who, being by me duly sworn, upon his oath did depose and say that on the . . . day of, A. D. 19 . . . , he saw the within named grantor,, sign, seal, and deliver the within [or, foregoing] deed, as his act and deed; that this deponent at the same time signed his name as a witness to the execution of said deed, at the request and in the presence of said grantor, which grantor was at the time over the age of twenty-one years, and of sound mind and memory, and laboring under no disability so far as deponent knows.

Witness my hand and official seal.

[L. s.]

[Official title]

My commission expires, 19 .

IOWA

GENERAL FORM OF ACKNOWLEDGMENT

State of } ss.
 County of }

On this . . . day of, A. D. 19 . . . , before me personally appeared, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

[L. S.] [Official title]

ACKNOWLEDGMENT FOR CORPORATION OR JOINT-STOCK ASSOCIATION

State of } ss.
 County of }

On this . . . day of, A. D. 19 . . . , before me appeared, to me personally known, who, being by me duly sworn [or, affirmed], did say that he is the president [or, other officer or agent of the corporation or association] of [describing the corporation or association], and that the seal affixed to said instrument is the corporate seal of said corporation [or, association], and that the said instrument was signed and sealed in behalf of said corporation [or, association] by authority of its board of directors [or, trustees], and the said acknowledged said instrument to be the voluntary act and deed of said corporation [or, association].

[L. S.] [Official title]

ACKNOWLEDGMENT BY ATTORNEY IN FACT

State of } ss.
 County of }

On this . . . day of, A. D. 19 . . . , before me personally appeared, to me known to be the person who executed the foregoing instrument in behalf of, and acknowledged that he executed the same as the voluntary act and deed of said

[L. S.] [Official title]

KANSAS

ACKNOWLEDGMENT BY HUSBAND AND WIFE

State of } ss.
 County of }

Be it remembered, that on this . . . day of ,
 A. D. 19 . . . , before me, [name and official title] within
 and for said county, came and
 , his wife, who are personally known to me to be
 the same persons whose names are subscribed to the fore-
 going instrument as parties thereto, and they duly acknowl-
 edged the execution of the same.

In witness whereof, I have hereunto set my hand and
 affixed my official seal the day and year last above written.

[L. s.]

. [Official title]

My term of office expires

ACKNOWLEDGMENT FOR CORPORATION

State of } ss.
 County of }

Before me, [name and official title] within and for the
 said county, on this day personally appeared
 , president of the Company, a
 corporation of the state of , party to the
 foregoing instrument, personally known [or, proved] to
 me to be the same person whose name is subscribed to
 said instrument as president of said company, and duly
 acknowledged that, as such president, he executed said
 instrument and affixed said company's corporate seal thereto,
 and that said company executed said instrument through
 and by him.

Given under my hand and seal of office this . . . day of
 , A. D. 19

[L. s.]

. [Official title]

My term of office expires

KENTUCKY

ACKNOWLEDGMENT BY HUSBAND AND WIFE

State of }
 County of } ss.

I, [name and official title], do certify that this instrument of writing from, and wife,, was this day produced to me by the parties (which was acknowledged by the said to be his act and deed), and the contents and the effect of the instrument being explained to the said, by me, separately and apart from her husband, she thereupon declared that she did freely and voluntarily execute and deliver the same, to be her act and deed, and consented that the same might be recorded.

Given under my hand and seal of office this . . . day of, A. D. 19

[L. S.]

[Official title]

CERTIFICATE OF PROOF BY SUBSCRIBING WITNESS

State of }
 County of } ss.

I, [name and official title] in and for said county, do certify that this day came before me and, the subscribing witnesses to the foregoing deed [or, instrument] by to, which witnesses are personally known to me to be the same whose names are so written as witnesses, and being solemnly sworn by me in due manner, did severally declare on their oaths that the said did acknowledge this instrument to be his act and deed; that the signature thereto was made by him; that they knew him to be the same person who is named as the grantor therein; and they did subscribe said deed as witnesses by his request.

Given under my hand and seal of office this . . . day of, A. D. 19

[L. S.]

[Official title]

LOUISIANA

GENERAL FORM OF ACKNOWLEDGMENT

State of } ss.
 County of }

I, [name and title of officer], do hereby certify that, grantor in the foregoing instrument, appeared before me and acknowledged that he executed the said instrument for the purposes therein mentioned as his act and deed.

In testimony whereof, I have hereunto set my hand and official seal this . . . day of, A. D. 19

[L. S.]

. [Official title.]

ACKNOWLEDGMENT BY HUSBAND AND WIFE

State of } ss.
 County of }

Be it remembered, that on this . . . day of, A. D. 19 . . . , before me, [name and official title] in and for said county, appeared and, his wife, to me personally known [or, proved to me by the testimony of and, two good and credible witnesses, by me for that purpose first duly sworn] to be the persons whose names are subscribed as parties to the foregoing [or, within] instrument, and the said and signed said instrument in my presence and that of the two attesting witnesses whose names are thereunto subscribed; and the said acknowledged that he executed said instrument for the consideration and purposes therein expressed. And I examined the said separate and apart from and out of the presence of her husband, concerning her freedom of action in the premises; explained to her the nature of said act and its effect upon her rights, and informed her, before receiving her signature to said instrument, that under the laws of Louisiana she had a legal mortgage on her husband's immovable property, and a privilege upon his movables, viz.: For the restitution of her dowry, as well as for the replacing of her dotal effects

brought by her at the time of her marriage, which were alienated by her husband, from the time of the celebration of the marriage; and for the restitution or replacing of the paraphernal effects acquired by her during the marriage, either by succession or donation, from the day when the succession devolved to her, or the donation took effect; for nuptial presents; for debts by her contracted with her husband; and for the amount of her paraphernal property alienated by her and received by her husband or otherwise disposed of for his individual interest. And I informed her that by signing said act she would lose her right upon the property thereby mortgaged [or, sold]. Being fully informed as aforesaid of the nature of her rights, and said act, the said declared that she fully understood the nature of her rights and the effect of her renunciation, but nevertheless persisted in her intention to renounce said rights upon said property, and she declared and acknowledged that she executed said instrument freely and without compulsion or undue influence on the part of her said husband.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

[L. s.]

. [Official title]

ACKNOWLEDGMENT FOR CORPORATION

State of }
County of } ss.

I, [name and title of officer], do hereby certify that . . .
., attorney in fact for [name of corporation], grantor in the foregoing instrument, appeared before me, and acknowledged on behalf of said corporation that he executed the said instrument for the purposes therein mentioned, and that the same is the act and deed of the said corporation.

In testimony whereof, I have hereunto set my hand and official seal this . . . day of, A. D. 19

[L. s.]

. [Official title]

MAINE

ACKNOWLEDGMENT BY HUSBAND AND WIFE

State of } ss.
 County of }

On this . . . day of, A. D. 19 . . . , personally appeared the above named , and his wife, and severally acknowledged the foregoing instrument to be their free act and deed.

[L. S.] [Official title]

ACKNOWLEDGMENT FOR CORPORATION

State of } ss.
 County of }

On this . . . day of, A. D. 19 . . . , personally appeared , president of [name of corporation], and acknowledged the foregoing instrument to be the free act and deed of the said [name of corporation], before me.

In witness whereof I have hereunto set my hand and seal on the day and year above written.

[L. S.] [Official title]

MARYLAND

GENERAL FORM OF ACKNOWLEDGMENT

State of } ss.
 County of }

I hereby certify that on this . . . day of, A. D. 19 . . . , before the subscriber, [official title], personally appeared , and acknowledged the foregoing deed to be his act.

[L. S.] [Official title]

ACKNOWLEDGMENT BY HUSBAND AND WIFE

State of } ss.
 County of }

I hereby certify that on this . . . day of, A. D. 19 . . . , before the subscriber, [official title], personally appeared, and, his wife, and did each acknowledge the foregoing deed to be their respective act.

[L. s.]

. [Official title]

ACKNOWLEDGMENT FOR CORPORATION

State of } ss.
 County of }

I hereby certify that on this . . . day of, A. D. 19 . . . , before the subscriber, [title of officer], personally appeared, the attorney constituted and authorized by a clause in the foregoing deed, and acknowledged the said deed or instrument of writing to be the act and deed of the party of the first part hereto.

[L. s.]

. [Official title]

[If the acknowledgment be taken outside of the state, the attestation should read: "In testimony whereof, I have affixed my official seal this . . . day of, A. D. 19"]

MASSACHUSETTS

GENERAL FORM OF ACKNOWLEDGMENT

State of } ss.
 County of }

On this . . . day of, A. D. 19 . . . , before me personally appeared, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

[L. s.]

. [Official title]

[The acknowledgment of a married woman is taken as if she were unmarried.]

ACKNOWLEDGMENT FOR CORPORATION OR JOINT-STOCK ASSOCIATION

State of }
 County of } ss.

On this . . . day of , A. D. 19 . . . , before me appeared , to me personally known, who, being by me duly sworn [or, affirmed], did say that he is the president [or other officer or agent of the corporation or association] of [describing the corporation or association], and that the seal affixed to said instrument is the corporate seal of said corporation [or, association], and that said instrument was signed and sealed in behalf of said corporation [or, association] by authority of its board of directors [or, trustees], and said acknowledged said instrument to be the free act and deed of said corporation [or, association].

[L. S.]

.
 [Official title]

[In case the corporation or association has no corporate seal, omit the words, "the seal affixed to said instrument is the corporate seal of said corporation [or, association]," and add, at the end of the affidavit clause, the words, "and that said corporation [or, association] has no corporate seal."]

ACKNOWLEDGMENT BY ATTORNEY IN FACT

State of }
 County of } ss.

On this . . . day of , A. D. 19 . . . , before me personally appeared , to me known to be the person who executed the foregoing instrument in behalf of , and acknowledged that he executed the same as the free act and deed of said

[L. S.]

.
 [Official title]

MICHIGAN

GENERAL FORM OF ACKNOWLEDGMENT

State of } ss.
 County of }

Before me, [name and official title], this . . . day of, A. D. 19 acknowledged the execution of the annexed instrument.

[L. s.] [Official title]

[The acknowledgment of a married woman is taken as if she were unmarried.]

ACKNOWLEDGMENT FOR CORPORATION

State of } ss.
 County of }

On this . . . day of, A. D. 19 . . . , before me appeared, to me personally known, who, being by me duly sworn [or, affirmed], did say that he is the president [or, other officer or agent of the corporation or association] of [describing the corporation or association], and that the seal affixed to said instrument is the corporate seal of said corporation [or, association], and that said instrument was signed and sealed in behalf of said corporation [or, association] by authority of its board of directors [or, trustees], and said acknowledged said instrument to be the free act and deed of said corporation [or, association].

[L. s.] [Official title]

[In case the corporation or association have no corporate seal, omit the words, "the seal affixed to said instrument is the corporate seal of said corporation [or, association]," and add, at the end of the affidavit clause the words, "and that said corporation [or, association] has no corporate seal."]

MINNESOTA

GENERAL FORM OF ACKNOWLEDGMENT

State of } ss.
 County of }

On this . . . day of, A. D. 19 . . . , before me personally appeared, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

[L. S.]

. [Official title]

[The acknowledgment of a married woman is taken as if she were unmarried.]

ACKNOWLEDGMENT FOR CORPORATION OR JOINT-STOCK ASSOCIATION

State of } ss.
 County of }

On this . . . day of, A. D. 19 . . . , before me appeared, to me personally known, who being by me duly sworn [or, affirmed], did say that he is the president [or, other officer or agent of the corporation or association] of [describing the corporation or association], and that the seal affixed to said instrument is the corporate seal of said corporation [or, association], and that said instrument was signed and sealed in behalf of said corporation [or, association] by authority of its board of directors [or, trustees], and said acknowledged said instrument to be the free act and deed of said corporation [or, association].

[L. S.]

. [Official title]

[In case the corporation or association has no corporate seal, omit the words, "the seal affixed to said instrument is the corporate seal of said corporation [or, association]," and add, at the end of the affidavit clause, the words, "and that said corporation [or, association] has no corporate seal."]

ACKNOWLEDGMENT BY ATTORNEY IN FACT

State of }
 County of } ss.

On this . . . day of, A. D. 19 . . . , before me personally appeared, to me known to be the person who executed the foregoing instrument in behalf of, and acknowledged that he executed the same as the free act and deed of said

[L. s.]

. [Official title]

MISSISSIPPI

GENERAL FORM OF ACKNOWLEDGMENT

State of }
 County of } ss.

On this . . . day of, A. D. 19 . . . , before me personally appeared, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

[L. s.]

. [Official title]

[The acknowledgment of a married woman is taken as if she were unmarried.]

ACKNOWLEDGMENT FOR CORPORATION OR JOINT-STOCK ASSOCIATION

State of }
 County of } ss.

On this . . . day of, A. D. 19 . . . , before me appeared, to me personally known, who, being by me duly sworn [or, affirmed], did say that he is the president [or, other officer or agent of the corporation or association] of [describing the corporation or association], and that the seal affixed to said instrument is the corporate seal of said corporation [or, association], and that said

instrument was signed and sealed in behalf of said corporation [or, association] by authority of its board of directors [or, trustees], and said acknowledged said instrument to be the free act and deed of said corporation [or, association].

[L. S.]

. [Official title]

[In case the corporation or association has no corporate seal, omit the words, "the seal affixed to said instrument is the corporate seal of said corporation [or, association]," and add, at the end of the affidavit clause, the words, "and that said corporation [or, association] has no corporate seal."]

ACKNOWLEDGMENT BY ATTORNEY IN FACT

State of }
County of } ss.

On this . . . day of, A. D. 19 . . . , before me personally appeared, to me known to be the person who executed the foregoing instrument in behalf of, and acknowledged that he executed the same as the free act and deed of said

[L. S.]

. [Official title]

CERTIFICATE OF PROOF BY SUBSCRIBING WITNESS

State of }
County of } ss.

Personally appeared before me, [name and official title] in and for said county, the within named, one of the subscribing witnesses to the foregoing deed [or, instrument], who, being first duly sworn, deposeth and saith that he saw the within [or, above] named, whose name is subscribed to said instrument, sign, seal, and deliver the same to, therein named as grantee [or, that he heard the said acknowledge that he signed, sealed, and delivered the same to the grantee therein named]; that he, this deponent, subscribed his name as a witness thereto in the presence and at the request of the said and that he saw the other subscribing witness,

....., sign the same in the presence and at the request of said....., and that the witnesses signed in the presence of each other, on the day and year therein mentioned.

[L. S.]

.....
[Official title]

MISSOURI

GENERAL FORM OF ACKNOWLEDGMENT

State of..... }
County of..... }ss.

On this... day of....., A. D. 19... , before me personally appeared....., to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

[L. S.]

.....
[Official title]

[The acknowledgment of a married woman is taken as if she were unmarried.]

ACKNOWLEDGMENT FOR CORPORATION OR JOINT-STOCK ASSOCIATION

State of..... }
County of..... }ss.

On this... day of....., A. D. 19... , before me appeared....., to me personally known, who, being by me duly sworn [or, affirmed], did say that he is the president [or, other officer or agent of the corporation or association] of [describing the corporation or association], and that the seal affixed to said instrument is the corporate seal of said corporation [or, association], and that said instrument was signed and sealed in behalf of said corporation [or, association] by authority of its board of directors [or, trustees], and said..... acknowledged said instrument to be the free act and deed of said corporation [or, association].

[L. S.]

.....
[Official title]

[In case the corporation or association has no corporate seal, omit the words, "the seal affixed to said instrument is the corporate seal of said corporation [or, association]," and add, at the end of the affidavit clause, the words, "and that said corporation [or, association] has no corporate seal."]

ACKNOWLEDGMENT BY ATTORNEY IN FACT

State of } ss.
 County of }

On this . . . day of, A. D. 19 . . . , before me personally appeared, to me known to be the person who executed the foregoing instrument in behalf of, and acknowledged that he executed the same as the free act and deed of said

[L. S.]

. [Official title]

MONTANA

GENERAL FORM OF ACKNOWLEDGMENT

State of } ss.
 County of }

On this . . . day of, A. D. 19 . . . , before me, [name and quality of the officer], personally appeared, known to me [or, proved to me on the oath of] to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

[L. S.]

. [Official title]

[The acknowledgment of a married woman is taken as if she were unmarried.]

ACKNOWLEDGMENT FOR CORPORATION

State of } ss.
 County of }

On this . . . day of, A. D. 19 . . . , before me, [name and quality of the officer], personally appeared, known to me [or, proved to me on the oath of] to be the president [or, secretary] of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

[L. S.]

. [Official title]

NEBRASKA

ACKNOWLEDGMENT BY HUSBAND AND WIFE

State of } ss.
 County of }

On this . . . day of, A. D. 19 . . . , before me, [name and title of officer], duly appointed, commissioned [or, duly elected], and qualified for and residing in said county, personally appeared and, his wife, to me personally known to be the identical persons described in and whose names are affixed to the foregoing instrument as grantors; and they severally acknowledged said instrument to be their voluntary act and deed.

In testimony whereof, I have hereunto set my hand and official seal at, in said county, the day and year last above written.

[L. S.]

. [Official title]

ACKNOWLEDGMENT FOR CORPORATION

State of } ss.
 County of }

On this . . . day of, A. D. 19 . . . , before me, [name and title of officer], duly appointed, commissioned [or, duly elected], and qualified for and residing in said city [or, county], personally appeared, president [or, other officer] of the [name of corporation], to me personally known to be the identical person described in, and whose name is affixed to the foregoing instrument as president [or, other officer] of said corporation, and he acknowledged the said instrument to be his voluntary act and deed, and the voluntary act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and official seal at, in said, the day and year last above written.

[L. S.]

. [Official title]

NEVADA

GENERAL FORM OF ACKNOWLEDGMENT

State of } ss.
 County of }

On this . . . day of, A. D. 19 . . . , personally appeared before me, [official title] in and for said county,, known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

[L. S.]

. [Official title]

ACKNOWLEDGMENT BY HUSBAND AND WIFE

State of } ss.
 County of }

On this . . . day of, A. D. 19 . . . , personally appeared before me, [official title] in and for said county,, and, his wife, whose names are subscribed to the annexed instrument, as parties thereto, personally known to me to be the individuals described in, and who executed the said annexed instrument, as parties thereto, and each acknowledged to me that they, and each of them, respectively, executed the same freely and voluntarily, and for the uses and purposes therein mentioned. And I further certify, that, wife of the said, is personally known to me [or, proved to me by, a credible witness] to be the person whose name is subscribed to said conveyance, as a party thereto, and that she was by me made acquainted with the contents thereof, and thereupon acknowledged to me, on an examination apart from and without the hearing of her husband, that she executed the same freely and voluntarily, without fear or compulsion or undue influence of her said husband, and that she does not wish to retract the execution of the same.

[L. S.]

. [Official title]

ACKNOWLEDGMENT FOR CORPORATION

State of }
 County of } ss.

On this . . . day of, A. D. 19 . . . , before me, [name and title of officer in full], personally appeared, the president of the [name of corporation], to me personally known to be the individual whose name is subscribed to the foregoing instrument as the president of the said [name of corporation], and he acknowledged to me that he executed the same as the president of said corporation for, on behalf, and in the name of said company as its free and voluntary act and deed, for the uses and purposes therein mentioned, and in pursuance to the order and resolution of said company directing such instrument to be executed, by signing the same as president thereof and affixing thereto its corporate seal.

[L. s.]

. [Official title]

CERTIFICATE OF PROOF BY SUBSCRIBING WITNESS

State of }
 County of } ss.

On this . . . day of, A. D. 19 . . . , personally appeared before me, [name and official title] in and for said county,, personally known to me [or, satisfactorily proved to me] to be the same whose name is subscribed as an attesting witness to the above [within, or, annexed] instrument, who, being by me first duly sworn, on his oath said that he was personally acquainted with whose name is subscribed to said instrument as a party; that he saw said sign, seal, and deliver said instrument to, the grantee therein named, and that he, the said, subscribed his name as an attesting witness thereto at said request.

[L. s.]

. [Official title]

NEW HAMPSHIRE

GENERAL FORM OF ACKNOWLEDGMENT

State of }
 County of } ss.

Personally appeared the above named
 [if the acknowledgment be by husband and wife, add, and
, his wife], and acknowledged the fore-
 going instrument to be his [or, their] voluntary act and deed.

Before me this . . . day of, A. D. 19 . . .
 [L. S.] [Official title]

ACKNOWLEDGMENT FOR CORPORATION

State of }
 County of } ss.

On the . . . day of, A. D. 19 . . ., [name of corpo-
 ration], by [name of agent], its agent for this purpose, duly
 authorized, appeared and acknowledged the foregoing instru-
 ment, by it signed, to be its free act and deed.

Before me, the day and year aforesaid.
 [L. S.] [Official title]

NEW JERSEY

GENERAL FORM OF ACKNOWLEDGMENT

State of }
 County of } ss.

Be it remembered, that on this . . . day of, A. D.
 19 . . ., before me, the subscriber, [name and official title]
 in and for said county, personally appeared,
 who I am satisfied is the grantor named in and who executed
 the above [or, within] instrument of conveyance, and I having
 first made known to him the contents thereof, he did there-
 upon acknowledge before me that he signed, sealed, and

delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

In witness whereof, I have hereunto set my hand and official seal the day and year aforesaid.

[L. S.]

..... [Official title]

ACKNOWLEDGMENT BY HUSBAND AND WIFE

State of }
County of } ss.

On this . . . day of, A. D. 19 . . . , personally appeared before me, [name and official title], and, his wife, who, I am satisfied, are the grantors mentioned in the above deed of conveyance; and I having first made known to them the contents thereof, they acknowledged that they signed, sealed, and delivered the same as their voluntary act and deed; and the said, being of full age, on private examination apart from her husband, before me, acknowledged that she signed, sealed, and delivered the same as her voluntary act and deed, freely, without any fear, dread, or compulsion of her said husband.

In witness whereof, I have hereunto set my hand and seal this . . . day of, A. D. 19

[L. S.]

..... [Official title]

ACKNOWLEDGMENT FOR CORPORATION

State of }
County of } ss.

I, [name and official title], do hereby certify that on the . . . day of, A. D. 19 . . . , in the county of, aforesaid, personally appeared, with whom I am personally acquainted, and whom I know to be the subscribing witness to the execution of the foregoing deed [or, instrument], and who being duly sworn by me, did depose and say, that he subscribed his name to the foregoing deed [or, instrument] as a subscribing witness, on the day that the same bears date, and being well acquainted with the common seal of the said [name of corporation, or association], knows that the same was and is thereto set, and that the said company did

then and there sign and deliver the said deed [or, instrument] as their voluntary act and deed.

In witness whereof, I have hereunto affixed my hand and seal this . . . day of . . . , A. D. 19 . . .

[L. s.]

. [Official title]

CERTIFICATE OF PROOF BY SUBSCRIBING WITNESS

State of }
County of } ss.

Be it remembered, that on this . . . day of . . . , A. D. 19 . . . , personally appeared before the subscriber, [name and official title] in and for said county, . . . , who, being by me duly sworn according to law, on his oath saith that he saw . . . , the within named grantor, sign, seal, and deliver the within indenture as his voluntary act and deed, and that he, the said . . . , subscribed his name to the same at the same time as an attesting witness.

Taken, sworn, and subscribed before me, this . . . day of . . . , A. D. 19 In witness whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

[L. s.]

. [Official title]

NEW MEXICO

GENERAL FORM OF ACKNOWLEDGMENT

Territory of . . . }
[or State of . . .] } ss.
County of . . . }

On this . . . day of . . . , A. D. 19 . . . , before me personally appeared . . . , to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[L. s.]

. [Official title]

[The acknowledgment of a married woman is taken as if she were unmarried.]

ACKNOWLEDGMENT FOR CORPORATION OR JOINT-STOCK
ASSOCIATION

Territory of }
 [or State of] ss.
 County of }

On this . . . day of, A. D. 19 . . . , before me appeared, to me personally known, who, being by me duly sworn [or, affirmed], did say that he is the president [or, other officer or agent of the corporation or association] of [describing the corporation or association], and that the seal affixed to said instrument is the corporate seal of said corporation [or, association], and that said instrument was signed and sealed in behalf of said corporation [or, association] by authority of the board of directors [or, trustees], and said acknowledged said instrument to be the free act and deed of said corporation [or, association].

Witness my hand and seal the day and year first above written.

[L. S.]

. [Official title]

NEW YORK

GENERAL FORM OF ACKNOWLEDGMENT

State of }
 County of } ss.

On this . . . day of, A. D. 19 . . . , before me personally came, to me known, and known to be the individual described in, and who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein mentioned.

[L. S.]

. [Official title]

[The acknowledgment of a married woman is taken as if she were unmarried.]

ACKNOWLEDGMENTS

ACKNOWLEDGMENT BY ATTORNEY IN FACT

State of } ss.
 County of }

On this . . . day of, A. D. 19 . . . , before me personally came, the attorney of, to me personally known, and known to me to be the individual described in, and who as such attorney executed the within conveyance [or, instrument], and acknowledged that he executed the same as the act and deed of, therein described, by virtue of a power of attorney duly executed by the said, bearing date the . . . day of, A. D. 19 . . . , and recorded in the office of in and for the and county of, on the . . . day of, A. D. 19

[L. S.]

. [Official title]

ACKNOWLEDGMENT BY EXECUTOR OR TRUSTEE

State of } ss.
 County of }

On this . . . day of, A. D. 19 . . . , before me personally came, the executor of the last will and testament [or, trustee of the estate] of, to me personally known to be the individual described in, and who executed the within [or, above, or, annexed] conveyance [or, instrument], and acknowledged that he executed the same as such executor [or, trustee] as aforesaid.

[L. S.]

. [Official title]

ACKNOWLEDGMENT FOR CORPORATION

State of } ss.
 County of }

On the . . . day of, A. D. 19 . . . , before me personally came, to me known, who, being by me duly sworn, did depose and say, that he resided in; that he is the [president or other officer] of the [name of corporation], the corporation described in, and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was said corporate seal; that it was so affixed by order of

the board of directors of the said corporation, and that he signed his name thereto by like order.

[L. s.]

..... [Official title]

CERTIFICATE OF PROOF BY SUBSCRIBING WITNESS

State of }
County of } ss.

On this . . . day of, A. D. 19 . . . , before me, [name and official title] in and for said county, personally came, subscribing witness to the within [or, above, or annexed] conveyance [or, instrument], with whom I am personally acquainted, who, being by me duly sworn, said that he resided in the city of; that he was acquainted with, and knew him to be the person described in and who executed the said conveyance [or, instrument], and that he saw him execute and deliver the same, and that he acknowledged to him, the said, that he executed and delivered the same, and that he, the said, thereupon subscribed his name as a witness thereto.

[L. s.]

..... [Official title]

NORTH CAROLINA

GENERAL FORM OF ACKNOWLEDGMENT

State of }
County of } ss.

I, [name and official title], do hereby certify that [here give the name of grantor, and, if acknowledged by wife, her name, and add "his wife"] personally appeared before me this day, and acknowledged the due execution of the foregoing [or, annexed] deed of conveyance [or, instrument], and the said, being by me privately examined, separate and apart from her said husband, touching her voluntary execution of the same, doth state that she signed the same freely and voluntarily, without the fear or compulsion of her said husband, or any other person, and that she doth still voluntarily assent thereto.

Witness my hand and seal [private or official, as the case may be], this . . . day of, A. D. 19

[L. s.]

..... [Official title]

ACKNOWLEDGMENT FOR CORPORATION

[If the deed or other instrument be executed by the signature of the president, presiding member, or trustee of the corporation and sealed with its common seal and attested by its secretary, the following form of proof and certificate thereof shall be deemed sufficient:]

State of }
County of } ss.

This . . . day of, A. D. 19 . . . , personally came before me, [name and official title], [name of the attesting secretary], who being by me duly sworn says, that he knows the common seal of [name of the corporation] and is acquainted with, who is the president of said corporation, and that he, the said, is the secretary of the said corporation, and saw the said president sign the foregoing [or, annexed] instrument and saw the said common seal of said corporation affixed to said instrument by said president [or, that he, the said, secretary as aforesaid, affixed said seal to said instrument], and that he, the said, signed his name in attestation of the execution of said instrument in the presence of said president of said corporation.

Witness my hand and seal the day and year first above written.

[L. S.]

. [Official title]

NORTH DAKOTA

GENERAL FORM OF ACKNOWLEDGMENT

State of }
County of } ss.

On this . . . day of, A. D. 19 . . . , before me, [name and title of officer], personally appeared, known to me to be the person who is described in, and who executed the within instrument, and acknowledged to me that he executed the same.

[L. S.]

. [Official title]

[The acknowledgment of a married woman is taken as if she were unmarried.]

ACKNOWLEDGMENT FOR CORPORATION

State of }
 County of } ss.

On this . . . day of, A. D. 19 . . . , before me, [name and title of the officer], personally appeared, known to me to be the [title of officer] of the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

[L. S.]

. {Official title}

OHIO

ACKNOWLEDGMENT BY HUSBAND AND WIFE

State of }
 County of } ss.

Be it remembered, that on the . . . day of, A. D. 19 . . . , before me, [name and official title] in and for said county, personally appeared and, his wife, the grantors in the foregoing instrument, to me known, and severally acknowledged that they did severally sign and seal and acknowledge the within deed as their free act and deed, for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year above mentioned.

[L. S.]

. {Official title}

ACKNOWLEDGMENT FOR CORPORATION

State of }
 County of } ss.

Be it remembered, that on the . . . day of, A. D. 19 . . . , personally appeared before me,, [official title] in and for said county,, who is the president [or, other officer or agent] of the [name of corporation or association], and acknowledged that the name of said company was subscribed to the foregoing indenture by himself as the president [or, other officer or agent] thereof, and that the seal affixed thereto is the seal

of said company [or, association], and that the said name was subscribed and the said seal attached to the foregoing indenture by the direction and authority of the said company [or, association], and that the foregoing indenture is the act and deed of the said [name of corporation or association] for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year above mentioned.

[L. S.]

.....
[Official title]

OKLAHOMA

GENERAL FORM OF ACKNOWLEDGMENT

Territory of . . . }
[or, State of . . .] } ss.
County of . . . }

Before me, [name and official title] in and for said county and . . . , on this . . . day of . . . , A. D. 19 . . . , personally appeared . . . , to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

[L. S.]

.....
[Official title]

ACKNOWLEDGMENT BY HUSBAND AND WIFE

Territory of . . . }
[or, State of . . .] } ss.
County of . . . }

Before me, [name and official title] in and for the above named county and . . . , on this . . . day of . . . , A. D. 19 . . . , personally appeared . . . , and . . . , to me known [or, proven] to be husband and wife, and executed the above conveyance of lands, to me known [or, proven] to be the homestead [or, known to me or proven not to be the homestead] of the grantors, and each for themselves acknowledge the execution thereof to be their free and voluntary act for the purposes named.

[L. S.]

.....
[Official title]

ACKNOWLEDGMENT FOR CORPORATION

Territory of }
 [or, State of] } ss.
 County of }

Before me, [name and official title] in and for said county and , on this . . . day of , A. D. 19 . . . , personally appeared , to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its [attorney in fact, president, vice-president, or such officer as he may be], and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

[L. S.]

. [Official title]

OREGON

GENERAL FORM OF ACKNOWLEDGMENT

State of }
 County of } ss.

Before the undersigned, [name and official title] for county, personally appeared, on this . . . day of , A. D. 19 . . . , the within-named , to me known to be the individual described in and who executed the within conveyance, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and seal the day and year aforesaid.

[L. S.]

. [Official title]

ACKNOWLEDGMENT FOR CORPORATION

State of }
 County of } ss.

On this . . . day of , A. D. 19 . . . , before me, the undersigned, [name and title of officer] in and for the city [or county] of , personally came , to me personally known to be the president [or other officer]

ACKNOWLEDGMENTS

of the [name of corporation], who being duly sworn, did depose and say that the seal affixed to the foregoing instrument as the seal of the said [name of corporation] is the common or corporate seal of the said corporation; that the said seal was affixed in his presence by order of the board of directors of the said corporation, and that the said instrument was duly sealed and delivered as and for the act and deed of the said corporation; and that he, as said president [or other officer] of the said corporation, and by its order, acknowledged that he executed the same for the purposes therein expressed.

Sworn to and subscribed the day and year aforesaid.

Witness my hand and seal this . . . day of . . . ,
A. D. 19 . . .

[L. s.]

_____ [Official title] _____

ACKNOWLEDGMENT BY ATTORNEY IN FACT

State of }
County of } ss.

Before the undersigned, [name and official title] for county, personally appeared, on this . . . day of . . . , A. D. 19 . . . , the within-named , by his attorney in fact, , to me known to be the individual described in and who executed the within conveyance, for and on behalf of the said , and acknowledged that he executed the same, this . . . day of . . . , A. D. 19 . . .

Witness my hand and seal the day and year aforesaid.

[L. s.]

_____ [Official title] _____

PENNSYLVANIA

GENERAL FORM OF ACKNOWLEDGMENT

State of }
County of } ss.

Be it remembered, that on this . . . day of . . . , A. D. 19 . . . , before me, [name and official title], personally came , and acknowledged the foregoing

instrument to be his act and deed, and desired that the same might be recorded as such.

In witness whereof, I have hereunto set my hand and official seal, this . . . day of . . . , A. D. 19 . . .

[L. S.]

[Official title]

[The acknowledgment of a married woman is taken as if she were unmarried.]

ACKNOWLEDGMENT FOR CORPORATION

State of . . . }
County of . . . } ss.

I hereby certify, that on this . . . day of . . . , A. D. 19 . . . , before me, the subscriber [official title], duly commissioned and sworn, personally appeared . . . , the attorney named in the foregoing [name of instrument], and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said [name of instrument] to be the act of the said [name of corporation].

Witness my hand and official seal the day and year aforesaid.

[Official title]

CERTIFICATE OF PROOF BY SUBSCRIBING WITNESS

State of . . . }
County of . . . } ss.

Be it remembered, that on this . . . day of . . . , A. D. 19 . . . , before me, [name and official title], personally appeared . . . , one of the subscribing witnesses to the execution of the above deed, who being duly sworn [or, affirmed] according to law, doth depose and say that he did see . . . , the grantor whose name is subscribed to said deed, sign and seal, and as his act and deed deliver, the same for the uses and purposes therein mentioned; and that he did also see . . . subscribe his name thereunto as the other witness of such sealing and delivery; and that the name of this deponent thereunto set and subscribed as a witness is of this deponent's own proper handwriting.

Sworn [or, affirmed] to and subscribed before me the day and year aforesaid.

Witness my hand and official seal.

[L. S.]

[Official title]

RHODE ISLAND

ACKNOWLEDGMENT BY HUSBAND AND WIFE

State of } ss.
 County of }

On this . . . day of, A. D. 19 . . . , before me, [name and official title], personally appeared, and; his wife, known to me, and known to be the persons who executed the foregoing instrument, and each of them severally acknowledged said instrument to be their free act and deed.

In witness whereof, I have set my hand and seal at, the day and year first above written.
 [L. s.] [Official title]

ACKNOWLEDGMENT FOR CORPORATION

State of } ss.
 County of }

Be it remembered, that on this . . . day of, A. D. 19 . . . , before me, [name and title of officer], personally appeared, president [or, treasurer] of [name of corporation], who is personally known to me, and known by me to be the party executing the foregoing instrument, and he acknowledged the same instrument by him executed to be his free act and deed, and the free act and deed of said [name of corporation].

In witness whereof, I have set my hand and affixed my official seal at, the day and year above written.
 [L. s.] [Official title]

SOUTH CAROLINA

ACKNOWLEDGMENT BY MARRIED WOMAN

State of } ss.
 County of }

I, [name and title of officer], do hereby certify unto all whom it may concern, that, the wife of

the within-named, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release, and forever relinquish unto the within named, his heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in, or to, all and singular the premises within mentioned and released.

[Signature of wife]

Given under my hand and seal this . . . day of, A. D. 19

[L. s.]

[Official title]

CERTIFICATE OF PROOF BY SUBSCRIBING WITNESS

State of }
County of } ss.

Personally appeared before me, and made oath that he saw sign, seal, and deliver as his act and deed the within conveyance, for the uses and purposes therein mentioned, and that he, with, in the presence of each other, witnessed the due execution thereof, and subscribed their names as witnesses thereto at the request of the said

[Signature of witness]

Subscribed and sworn to before me this . . . day of, A. D. 19

[L. s.]

[Official title]

ACKNOWLEDGMENT FOR CORPORATION

State of }
County of } ss.

Before me personally appeared and made oath that he saw the corporate seal of the [name of corporation] affixed to the above-written deed, and that he also

saw, president, and, secretary of said [name of corporation], sign and attest the same, and that he, deponent, with, witnessed the execution and delivery thereof as the act and deed of said [name of corporation].

.
[Signature of witness]

Sworn and subscribed before me this . . . day of
A. D., 19

[L. s.]

.
[Official title]

SOUTH DAKOTA

GENERAL FORM OF ACKNOWLEDGMENT

State of }
County of } ss.

On this . . . day of, A. D. 19 . . . , before me, [name and title of officer], personally appeared, known to me to be the person who is described in, and who executed the within instrument, and acknowledged to me that he executed the same.

[L. s.]

.
[Official title]

[A married woman acknowledges as if unmarried.]

ACKNOWLEDGMENT FOR CORPORATION

State of }
County of } ss.

On this . . . day of, A. D. 19 . . . , before me, [name and title of officer], personally appeared, known to me to be the [title of officer] of the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

[L. s.]

.
[Official title]

TENNESSEE

GENERAL FORM OF ACKNOWLEDGMENT

State of } ss.
 County of }

Personally appeared before me, [name of officer and title], the within named , the bargainor, with whom I am personally acquainted, and acknowledged that he executed the within for the purposes therein contained.

Witness my hand and official seal at ,
 this . . . day of , A. D. 19

[L. S.]

_____ [Official title]

ACKNOWLEDGMENT BY HUSBAND AND WIFE

[If the wife join in the acknowledgment, the following can be incorporated in the preceding form:]

“And , wife of the said , having personally appeared before me, privately and apart from her husband, the said , acknowledged the execution of said to have been done by her freely, voluntarily, and understandingly, without compulsion or constraint of her said husband, and for the purposes therein expressed.”

ACKNOWLEDGMENT FOR CORPORATION

State of } ss.
 County of }

Before me, [name and official title] in and for the state and county aforesaid, personally appeared , with whom I am personally acquainted, and upon oath, acknowledged himself to be president [or other officer authorized to execute the instrument] of the [name of corporation], the within-named bargainor, a corporation, and that he as such [officer], being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such [officer].

Witness my hand and seal of office at ,
 this . . . day of , A. D. 19

[L. S.]

_____ [Official title]

CERTIFICATE OF PROOF BY SUBSCRIBING WITNESS

State of } ss.
 County of }

Before me, [name and official title], appeared
 and, subscribing witnesses to
 the within deed [or, instrument], who, being first duly
 sworn [or, affirmed], deposed and said that they are
 acquainted with, the bargainor [or as the
 name may be], and that he acknowledged the same in their
 presence to be his act and deed on the day it bears date [or
 stating the time as proved by the witnesses].

Witness my hand and official seal, at my office; this . . .
 day of, A. D. 19 . . .

[L. s.]

_____ [Official title] _____

TEXAS

GENERAL FORM OF ACKNOWLEDGMENT

State of } ss.
 County of }

Before me, [name and official title], on this day personally
 appeared, known to me [or, proved to me
 on the oath of], to be the person whose
 name is subscribed to the foregoing instrument, and acknowl-
 edged to me that he executed the same for the purposes and
 consideration therein expressed.

Given under my hand and seal of office this . . . day of
, A. D. 19 . . .

[L. s.]

_____ [Official title] _____

ACKNOWLEDGMENT BY MARRIED WOMAN

State of } ss.
 County of }

Before me, [name and official title], on this day personally
 appeared, wife of; known
 to me [or, proved to me on the oath of],
 to be the person whose name is subscribed to the foregoing

instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this . . . day of, A. D. 19

[L. s.]

_____ [Official title]

ACKNOWLEDGMENT FOR CORPORATION

State of }
County of } ss.

Before me, [name and official title], on this day personally appeared, president of the Company, a corporation of the state of, party to the foregoing instrument, personally known [or, proved] to me to be the same person whose name is subscribed to said instrument as president of said company, and duly acknowledged that, as such president, he executed said instrument and affixed said company's corporate seal thereto, and that said company executed said instrument through and by him for the consideration and purposes therein expressed.

Given under my hand and seal of office this . . . day of, A. D. 19

[L. s.]

_____ [Official title]

CERTIFICATE OF PROOF BY SUBSCRIBING WITNESS

State of }
County of } ss.

Before me, [name and official title], on this day personally appeared, known to me [or, proved to me on oath of] to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and, after being duly sworn by me, stated on oath that he saw, the grantor, or person who executed the foregoing instrument, subscribe the same [or, that the grantor or person who executed such instrument of writing acknowledged in his presence that he had executed the same for the purposes and consideration therein

expressed], and that he had signed the same as a witness at the request of the grantor [or, person who executed the same].

Given under my hand and seal of office this . . . day of . . . , A. D. 19 . . .

[L. S.]

_____ [Official title] _____

UTAH

GENERAL FORM OF ACKNOWLEDGMENT

State of }
County of } ss.

On the . . . day of, A. D. 19 . . . , personally appeared before me, the signer of the above instrument, who duly acknowledged to me that he executed the same.

[L. S.]

_____ [Official title] _____

ACKNOWLEDGMENT FOR CORPORATION

State of }
County of } ss.

On the . . . day of, A. D. 19 . . . , personally appeared before me,, who, being by me duly sworn [or, affirmed], did say, that he is the president [or other officer or agent] of [name of corporation], and that said instrument was signed in behalf of said corporation by authority of its by-laws [or, by resolution of its board of directors], and said acknowledged to me that said corporation executed the same.

[L. S.]

_____ [Official title] _____

CERTIFICATE OF PROOF BY SUBSCRIBING WITNESS

State of }
County of } ss.

On this . . . day of, A. D. 19 . . . , before me, [name and official title], personally appeared, personally known to me [or, satisfactorily proved to me

by the oath of, a competent and credible witness for that purpose by me duly sworn] to be the same person whose name is subscribed to the annexed instrument as a witness thereto, who, being by me duly sworn, deposes and says that he resides in the county of and state of; that he was present and saw, personally known to him as the same person described in and who executed the annexed instrument as a party thereto, sign, seal, and deliver the same, and heard him acknowledge that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned; and that he, the deponent, thereupon signed his name as a subscribing witness thereto, at the request of the said

[L. S.]

. [Official title]

VERMONT

GENERAL FORM OF ACKNOWLEDGMENT

State of }
 County of } ss.

At, on this . . . day of, A. D. 19 . . . , personally appeared, and acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

[L. S.]

. [Official title]

ACKNOWLEDGMENT FOR CORPORATION

State of }
 County of } ss.

At, this . . . day of, A. D. 19 . . . , personally appeared, who, as agent of the [name of corporation], has executed the foregoing written instrument, and acknowledged the same to be the free act and deed of said [name of corporation], and that he as such agent voluntarily executed the same, before me.

[L. S.]

. [Official title]

ACKNOWLEDGMENTS

VIRGINIA

GENERAL FORM OF ACKNOWLEDGMENT

State of } to wit:
 County [or, corporation] of }

I, [name and official title] for the county [or, corporation] aforesaid in the state [or, territory, or, district] of, do certify that, whose name is signed to the writing above [or, hereto annexed], bearing date on the . . . day of, A. D. 19 . . ., has acknowledged the same before me, in my county [or, corporation] aforesaid.

Given under my hand this . . . day of, A. D. 19 . . .
 [L. s.] [Official title]

[The acknowledgment of a married woman is taken as if she were unmarried.]

ACKNOWLEDGMENT FOR CORPORATION

State of } to wit:
 County [or, corporation] of }

I, [name and title of officer] in and for the state and county [or, corporation] aforesaid, do certify that [name of the person signing the writing for corporation] has acknowledged the same before me in my county [or, corporation] aforesaid.

Given under my hand this . . . day of, A. D. 19 . . .
 [L. s.] [Official title]

WASHINGTON

GENERAL FORM OF ACKNOWLEDGMENT

State of } ss.
 County of }

I, [name and official title], do hereby certify that on this . . . day of, A. D. 19 . . ., personally appeared before me, [name of grantor, and if acknowledged by wife, her name, and add, "his wife"], to me known to be the individual [or,

individuals] described in and who executed the within instrument, and acknowledged that he [she, or, they] signed and sealed the same as his [her, or, their] free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this . . . day of, A. D. 19

[L. S.]

. [Official title]

[If the acknowledging officer be a notary public, he must affix to his official signature the place of his residence.]

ACKNOWLEDGMENT FOR CORPORATION

State of }
County of } ss.

This is to certify that on this . . . day of, A. D. 19 . . . , personally appeared before me, [name and title of officer in full] in and for the city [or, county] of, state of,, and, of said city [or, county], whose names are subscribed to the foregoing instrument, as president and secretary of the [name of corporation], personally known to me to be the same persons described in, and who executed the foregoing instrument, and who are known to me to be the president and secretary of said corporation, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of said [name of corporation], for the uses and purposes therein mentioned.

Given under my hand and official seal this . . . day of, A. D. 19

[L. S.]

. [Official title]

WEST VIRGINIA

GENERAL FORM OF ACKNOWLEDGMENT

State of }
County of } to wit:

I, [name and official title], do certify that, whose name is signed to the writing above [or, hereto

ACKNOWLEDGMENTS

annexed], bearing date on the . . . day of . . . , has this day acknowledged the same before me in said county and state.

Given under my hand this . . . day of . . . , A. D. 19 .

[L. S.]

. [Official title]

ACKNOWLEDGMENT FOR CORPORATION

State of } to wit:
County of }

I, [name and official title], do certify that personally appeared before me in said county and state, and being by me duly sworn [or, affirmed], did depose and say that he is the president [or other officer or agent] of the corporation [or, association] described in the writing above [or, writing annexed], bearing date the . . . day of . . . , A. D. 19 , authorized by said corporation [or, association] to execute and acknowledge deeds and other writings of said corporation [or, association], and that the seal affixed to said writing is the corporate seal of said corporation [or, association], and that said writing was signed and sealed by him in behalf of said corporation [or, association] by its authority duly given. And the said acknowledged the said writing to be the act and deed of said corporation [or, association].

[L. S.]

. [Official title]

WISCONSIN

ACKNOWLEDGMENT BY HUSBAND AND WIFE

State of }
County of } ss.

Personally came before me, this . . . day of . . . , A. D. 19 , the above [or, within] named , and , his wife, to me known to be the

persons who executed the foregoing [or, within] instrument, and acknowledged the same.

Witness my hand and official seal.

[L. S.]

..... [Official title]

ACKNOWLEDGMENT FOR CORPORATION

State of } ss.
County of }

Personally came before me this . . . day of, A. D. 19, the [title of officer] of the [name of corporation], a corporation, to me known to be the person who, as such officer, executed the foregoing [or, within] instrument in the name of said corporation and who affixed its corporate seal thereto, and acknowledged said instrument as the duly authorized act of said corporation.

[Add similar acknowledgment by countersigning officer, if any.]

Witness my hand and official seal.

[L. S.]

..... [Official title]

WYOMING

GENERAL FORM OF ACKNOWLEDGMENT

State of } ss.
County of }

I, [name and official title], do hereby certify that, [if acknowledged also by wife, add "and, his wife"] personally known to me as the person whose name is subscribed to the annexed instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this . . . day of, A. D. 19

[L. S.]

..... [Official title]

ACKNOWLEDGMENT FOR CORPORATION

State of }
 County of } ss.

Be it remembered that on this . . . day of, A. D. 19 . . . , before me, [name and style of officer], duly commissioned and qualified at the city [or, county] aforesaid, personally came the [name of corporation], by its president,, who is personally known to me [or, proved to me on the oath of] to be the same person whose name is subscribed to the foregoing indenture of writing as president of the [name of corporation], and who acknowledged the same to be the act and deed of the said corporation for the purposes therein mentioned.

In witness whereof, I do hereby set my hand and affix my official seal the day and year last above written.

[L. s.]

. [Official title]

AFFIDAVITS

GENERAL FORM

State of }
County of } ss.

Be it known, that on the day of the date hereof, before me, the subscriber, [title of officer], personally appeared A. B., who being duly sworn, according to law, did depose and say that

[Signature of affiant]

Sworn to and subscribed before me this . . . day of, A. D. 19

[L. S.]

[Official title]

AFFIDAVIT TO ACCOUNT BY PARTNER

State of }
County of } ss.

I, A. B., being duly sworn, do depose and say as follows: I am one of the general partners of the firm of C. D. & Co., doing business under that name at; I caused the foregoing [or, annexed] account to be prepared from books of original entry of said firm, and I have compared said account with such original entries, and know it to be a true and just statement of such entries and all of them, and that the balance, as stated, is due and unpaid.

[Signature of partner]

Subscribed and sworn to before me this . . . day of, A. D. 19

[L. S.]

[Signature of official and official title]

AFFIDAVIT TO ACCOUNT BY OFFICER OR EMPLOYEE

State of }
County of } ss.

I, A. B., of, being duly sworn, do depose and say as follows: I am the bookkeeper [or other officer or employe] of the X Co. I made up the annexed [or, foregoing] account from the books of original entry of the said company, and I know [or, believe] that the said original entries were correctly made, and know that the annexed [or, foregoing] account is a true statement of such entries, and of all of them.

[Signature of officer or employe]

Subscribed and sworn to before me this . . . day of,
A. D. 19

[L. S.]

[Signature of official and official title]

AFFIDAVITS FOR PROVING ACCOUNTS

[Unless otherwise given, the caption, ending, signatures, and seal of the following affidavits are to be in the same form as those given for the general form of affidavit.]

ALABAMA

Before me, [name and title of officer], personally appeared A. B., a competent witness, who being duly sworn on oath, says that the foregoing account, and each item thereof, is true and correct, and the amount thereof due and unpaid.

ARIZONA

A. B. being by me first duly sworn, says:

I am the [here state whether he is the claimant, his agent, or attorney]; that the foregoing and annexed account is, within the knowledge of the said affiant, just and true; that it is due, and that all just and lawful offsets, payments, and credits have been allowed.

ARKANSAS

A. B., the plaintiff in the above-entitled cause, deposes and says that the annexed and foregoing account against C. D. is just and correct, and that no part of the same has been paid, except as credited thereon, and that there is still due and unpaid the sum of dollars.

CALIFORNIA

An affidavit for proving an account need not be in any particular form.

COLORADO

An affidavit for proving an account need not be in any particular form.

CONNECTICUT

Affidavits are not generally required for proving accounts, nor on civil process to procure attachment. No particular form is required; a simple, plain statement under oath will be sufficient.

DELAWARE

[The following is the form for proving an account against a decedent's estate:]

Personally appeared before the subscriber, [official title], A. B., and made solemn that nothing has been paid or delivered toward the satisfaction of the annexed bill, except what is mentioned, and that the sum of dollars and cents (\$) with interest from the . . . day of, 19 . . . , to the . . . day of, 19 . . . , demanded from the estate of, deceased, is justly and truly due.

Sworn [or, affirmed] to and subscribed this . . . day of, A. D. 19 . . . , before me, a [official title].

DISTRICT OF COLUMBIA

This day appeared A. B., and made oath on the Holy Evangelists of Almighty God, that the annexed account as stated is just and true; and that he has not received any part of the money stated to be due, or any security or satisfaction for the same, except what is credited.

AFFIDAVITS

GEORGIA

Before me, [official title], personally came A. B., who being duly sworn deposes and says that the above and foregoing account is just and correct and the same is due and unpaid.

IDAHO

No affidavit for proving an account is necessary.

ILLINOIS

. court of county. [Give title of cause in full, if suit be commenced; not otherwise.]

A. B., being duly sworn, deposes and says that he is a member of the firm of A. B. & Co., composed of this deponent and; that C. D. and E. F., composing the firm of C. D. & Co., of, are indebted to said A. B. & Co. upon open account for goods, wares, and merchandise sold and delivered by said A. B. & Co. to said C. D. & Co., in the sum of dollars and cents [or upon a promissory note, particularly describing it], which said indebtedness is due and payable, after allowing to the said C. D. & Co. all their just credits, deductions, and set-offs; and for the recovery whereof the said A. B. & Co. are about to bring suit against the said C. D. & Co. in the court of county, in the state of Illinois.

The above affidavit was subscribed and sworn to by the said A. B. before me, this . . . day of, A. D. 19 . . ., and I certify that I am duly authorized by the laws of the state of [here insert state where the oath is administered] to administer oaths.

INDIANA

Before me, [name and title of officer], of said county and state, came A. B., who being by me duly sworn, says that the annexed account in favor of against, is correct; that no payments have been made thereon, except the credits thereon given; that there are no set-offs against the same to his knowledge; that the balance shown in said statement of account, to wit: dollars, is now justly due and owing to said, all of which he verily believes.

IOWA

I, A. B., first being duly sworn, on oath depose and say that I am [or, a member of the firm of, and that said firm is] the owner of the account hereto attached, marked "Exhibit A," and made a part hereof, that the same is correct in all particulars, and that the articles therein named were sold and delivered to said at the prices and times therein named and agreed upon, and that said articles were reasonably of the value charged, and that said account is now due and unpaid, and that there is no legal offset to the same or any part thereof.

KANSAS

Before me, [name and title of officer], in and for said county, personally came, and, being by me first duly sworn, upon his oath says that the account hereto annexed is just, true, and correct, and that, to the best of his knowledge and belief, he has given credit to said for all payments and offsets to which is entitled, and that the balance of dollars claimed is justly due.

KENTUCKY

No proof of debt is necessary except that all demands against the estates of deceased persons and against estates assigned for the benefit of creditors, shall be verified by the written affidavit of the claimant, or, in his absence from the state, by his agent, or, if dead, by his personal representative, stating that the demand is just and has never to his knowledge or belief been paid, and that there is no offset or discount against the same, or any usury embraced therein, and if there be any payment, offset, discount, or usury, the same must be stated. If the claim be not *prima facie* in favor of the claimant, there must be an additional affidavit from a disinterested witness proving it; for example, an open account must be so proved.

LOUISIANA

No affidavit for proving an account is necessary.

MAINE

No affidavit for proving an account is necessary.

MARYLAND

[The following is a form of proof of debt in Baltimore City before a commissioner. In the counties of the state no affidavit of claim is required to bring suit.]

A. B. vs. C. D.

In the Superior Court of Baltimore City.

State of } ss.
County of }

I, [name of commissioner], a commissioner residing in and duly appointed by the governor of the state of Maryland, and qualified to take acknowledgments of deeds and administer oaths in the said state of , do hereby certify that on this . . . day of , A. D. 19 . . . , personally appeared before me A. B., and made oath in due form of law, that there is justly due and owing by C. D., the defendant in said case, to the plaintiff on the annexed account [the cause of action in said case], the sum of dollars and . . . cents [with interest from] over and above all discounts, to the best of his knowledge and belief; that he believes the goods, wares, merchandise, effects, and chattels charged in the annexed account were *bona fide* delivered, as charged; that he has not, nor any person for him to his knowledge and belief, received any payment or satisfaction for articles charged , nor has he received any security for the same; and that the charged and claimed is justly due according to the best of his knowledge and belief. And at the same time also personally appeared E. F., clerk of A. B., and made oath in due form of law, that the goods, wares, merchandise, effects, and chattels charged in the annexed account were sold and delivered, as charged to the said C. D., and at the price therein charged, and that the said C. D. assumed to pay for the same.

In testimony whereof, I hereto set my hand and affix my official seal the day and year aforesaid.

MASSACHUSETTS

No affidavit for proving an account is necessary.

MICHIGAN

It is provided by statute that in any action on account where an affidavit of the account is made by the plaintiff or some one in his behalf, and a copy of the affidavit and account is

served with the declaration or original process, such affidavit is *prima facie* evidence of the indebtedness, unless the account be denied by the defendant under oath. Ten days are allowed to intervene between the date of the affidavit and the commencement of the suit.

An affidavit of claim is also necessary in proving claims against the estate of an assigned debtor. The following form can be used for either purpose:

State of }
County of } ss.

A. B. of, being duly sworn says: That he is a member of the firm of A. B. & Co., of, which said firm is composed of C. D. and deponent; that E. F. of, is justly and truly indebted unto the said A. B. & Co. in the sum of dollars, over and above all legal set-offs, which amount is unpaid and owing; that the consideration of said claim is sold to said E. F., as shown by the annexed, on the . . . day of, A. D. 19 . . . ; and that said claim became due Deponent further says: That payments have been made on said claim; that said sum of \$ is justly due from said E. F. to said A. B. & Co.; and that said A. B. & Co., have not, nor has any other person for their use, received any security or satisfaction whatever for said claim

MINNESOTA

[The following is a form for proving a claim in insolvency:]

State of } In the matter of the assignment
County of } ss. of, insolvent.
Proof of claim of

On this . . . day of, A. D. 19 . . . , before me personally came, who being by me first duly sworn on his oath doth say [that he is one of the members of the firm of, which said firm is, and at all times herein mentioned or referred to, was composed of this affiant and] that at and before the making of the assignment in this matter by the above-named insolvent, [insert names of insolvents], he was [or, they as such copartners were] and now is [are]

justly and duly indebted unto the said
 [name of creditors] in the sum of dollars and
 cents, with interest thereon from and after the . . .
 day of, A. D. 19 . . . , for [here insert the true cause
 and consideration of the indebtedness], which said sum and
 interest is due over and above all payments, counterclaims,
 and set-offs whatever. And deponent further says that
 for the said indebtedness the said [claimant] has [or, have]
 not, nor has any person by his [or, their] order, or for his
 [or, their] use, or benefit had, or received any manner of
 satisfaction or security whatever; and that a bill of the items
 of such merchandise so sold and delivered [or, a copy of said
 promissory note, or other written evidence of such indebt-
 edness] is hereto attached and made a part hereof.

MISSISSIPPI

Where suit is to be brought on open account, the plaintiff or his agent may make affidavit in the usual form to the correctness of such account, and that it is due from the party against whom it is charged, and attach it to the account; and in any suit thereon the plaintiff will be entitled to judgment at the trial term, unless the defendant make affidavit and file with his pleas that the account is not correct, particularizing in what it is not correct, in which event the affidavit to the account shall entitle the plaintiff to judgment only for such of the account as the defendant by his affidavit shall not deny to be due. Defendants may in like manner proceed as to accounts used as set-off.

MISSOURI

[Claims against estates of deceased persons are proved and allowed in the probate court, but the court will not allow any claim against an estate unless the claimant first make oath in open court, or file an affidavit with his claim, which may be in the following form:]

A. B., the above-named claimant, being duly sworn, on his oath says, that to the best of his knowledge and belief he has given credit to the estate of C. D., deceased, for all payments and offsets to which it is entitled, and that the balance claimed is justly due. [Or, if there be a balance due the estate, say "and that this account or demand, as represented, is correctly stated."]

[Such affidavit or oath may be made by the agent of the claimant when such agent has had the management and transaction of the business out of which the demand originated, or when he has had the means of knowing personally the facts required to be sworn to, and his affidavit must contain a statement of such facts.]

NEVADA

No affidavit for proving an account is necessary.

NEW HAMPSHIRE

No particular form is required for an affidavit to prove an account.

NEW JERSEY

A. B. vs. C. D. in Court.

State of } ss.
County of }

A. B., being duly sworn according to law, on his oath says that the copy of account hereto annexed is a true copy of the book of account of original entries of the plaintiff in this cause, so far as they relate to the plaintiff's demand therein, together with a statement of all the credits or allowances to which the defendant is entitled; that the defendant is not entitled to any credits or allowances except those appearing on said statement; and that the sum of dollars and cents is justly due and owing to said A. B. from said C. D.

NEW MEXICO

No special form of affidavit is required.

NEW YORK

On this . . . day of , A. D. 19 . . . , before me, [name and title of officer] within and for said county and state, appeared A. B., who being by me duly sworn, deposes and says: That he is a member of the firm of A. B. & Co., which is composed of said A. B. and C. D., doing business in and state aforesaid; that E. F., of , state of , owes and is justly indebted to said A. B. & Co. in the full sum of dollars and cents, for

goods, wares, and merchandise sold and delivered to said E. F., at his special instance and request; that the annexed statement, marked "Exhibit A", is a just, true, and strictly correct account of said indebtedness, showing items, dates, and prices; that said demand remains due and unpaid, and has not been settled or paid by said E. F., or by any other person; that there are no just credits, offsets, or counter claims against said demand, either in law or in equity; and that said sum is now due exclusive of any payment, set-offs, or usurious interest; and that lawful interest is due thereon from

NORTH CAROLINA

A. B., being duly sworn says, that he is a member of the firm of, which is composed of
 [or, that he is an officer of corporation, which was duly created and organized under the laws of]; that the foregoing itemized statement of account of against is just and true; that the said sold and delivered to the said the said goods and merchandise upon the respective dates, and at the prices and upon the credits above set forth; that the said is justly indebted upon said account to the said in the sum of \$ with interest, after allowing all just credits, set-offs, and counter-claims.

NORTH DAKOTA

No affidavit for proving an account is necessary.

OHIO

[The following is the form for proving an account against an insolvent debtor:]

A. B., being duly sworn, says that he is [or, the agent, or, other proper officer of,] the owner of the claim here attached; that there is due said owner thereon from C. D., the sum of \$, with interest at per cent. per annum from the . . . day of, 19 . . . ; that said claim is just and lawful; that the consideration thereof is; that no set-offs or counter-claims exist thereto; and that said owner holds no collateral or other security whatever for the payment of same, as affiant verily believes.

OREGON

I, A. B., do solemnly swear that the foregoing claim is justly due me from C. D., of; that no payments have been made thereon, except as above stated; and that there are no just counter-claims to the same to my knowledge.

PENNSYLVANIA

Before me, the subscriber, [name and title of officer], personally appeared A. B., of the firm of A. B. & Co., [or, agent who is cognizant of the fact], who being by me sworn in due form of law, did depose and say that he verily believes the annexed account against C. D. is correctly copied from the books of original entry of said A. B. & Co.; that the charges were made in said books at or about the time of their respective dates; that the goods for which said charges were made were sold and delivered as charged; that the charges are correct and the account just and true as stated; that there is now due and owing thereon the sum of dollars, with interest thereon from the . . . day of, A. D. 19; that no part of said principal sum or interest has ever been paid, or in any manner settled, and that there are no deductions or offsets of any kind, except such as are therein specified and credited.

RHODE ISLAND

Affidavits in the usual form are required to prove claims in insolvency proceedings.

SOUTH CAROLINA

Before me, personally appeared A. B. [doing business with C. D., under name and firm of A. B. & Co., or agent for A. B. & Co., or any other descriptive term], who being duly sworn, says that E. F. is indebted to the said A. B. & Co. [or, at the time of his death was indebted to A. B. & Co., as the case may be], in the sum of dollars, as appears by the account hereto annexed and made part of this affidavit, and that no part of the said sum so stated to be due has been paid by discount or otherwise.

SOUTH DAKOTA

No affidavit for proving an account is necessary.

AFFIDAVITS

TENNESSEE

Before me, [official title], in and for the county and state aforesaid, personally appeared A. B., who being duly sworn, made oath that the annexed account, exhibiting the sum of dollars against C. D., is just and true as stated; that he has not received any part of the money stated to be due, or any security or satisfaction for the same, and that all just credits have been given, and that there is no just set-off against the same.

TEXAS

Before me, [name and official title], on this day personally appeared A. B., [one of the firm of, a firm composed of and, or, the agent or attorney of], who being duly sworn, deposes and says that the foregoing and annexed open account in favor of said A. B. and against C. D., showing an amount due of \$., is, within the knowledge of affiant, just and true and unpaid; that the said sum of \$. is now due and owing to said A. B.; and that all just and lawful offsets, credits, and payments have been allowed.

UTAH

No affidavit to an account is necessary, except to prove an account against the estate of deceased persons, and claims in assignment for benefit of creditors.

VERMONT

No affidavit to an account is necessary.

VIRGINIA

No affidavit to an account is necessary.

WEST VIRGINIA

On this . . . day of, A. D. 19 . . . , before me, [name and official title], personally appeared A. B., who being by me first duly sworn according to law, says that the foregoing account of A. B. against C. D., for the sum

of \$ with interest thereon from the . . . day of, A. D. 19 . . . , is copied from the original books of entry of the said A. B.; that there is no set-off thereto; and that the same is correct, due, and unpaid.

WISCONSIN

[The following is the form for proving a claim against a decedent's estate:]

County court, county, state of Wisconsin.
In probate.

In the matter of the estate of C. D., deceased.

State of }
County of } ss.

A. B., being sworn, says that C. D., the deceased above named, at the time of his death was indebted to this affiant in the sum of \$ over and above all offsets and payments, upon , a copy whereof, marked "Exhibit A," is hereto annexed as a part of this proof; and that this affiant makes claim against the estate of said deceased for the amount of said indebtedness, with interest, and his said claim is just, and ought to be allowed.

WYOMING

There is no provision for affidavit for proving an account; it must be done by depositions.

ASSIGNMENTS

ORDINARY FORM

In consideration of dollars to me paid by C. D., of, the receipt of which is hereby acknowledged, I do hereby sell, assign, transfer, and set over to the said C. D., his heirs, executors, administrators, and assigns [insert full description of the property assigned], together with all the right, title, and interest to said property; and I hereby authorize the said C. D., in my name, or in his own, but at his own cost, to take all legal measures proper or necessary for securing and enjoying the property hereby assigned.

Witness my hand and seal this . . . day of, A. D. 19 . . . , at A. B. [L. s.]

SHORT FORM TO BE INDORSED ON A WRITTEN INSTRUMENT

For value received, I hereby sell, assign, transfer, and set over the within instrument to C. D.

New York, Oct. 1, 1902. A. B. [L. s.]

ASSIGNMENT AS COLLATERAL FOR DEBT OF MAKER

In consideration of the sum of one dollar and other valuable considerations, I hereby sell, assign, transfer, and set over to C. D., his heirs, executors, administrators, and assigns, [describe the collateral to be assigned]. But this assignment is made as collateral and additional security for the payment of [follow with a description of the note, or, if not a note, with a description of the principal debt to be secured], and such note [or, debt] being paid, this assignment is to be void, and the party of the second part agrees to cancel the same of record, if recorded, and deliver the same to the party of the first part.

Witness my hand and seal this . . . day of, A. D. 19 . . . , at A. B. [L. s.]

ASSIGNMENT AS COLLATERAL SECURITY FOR ANY INDEBTEDNESS

In consideration of the sum of one dollar and of other valuable considerations, the receipt whereof is hereby acknowledged, I, A. B., of, hereby sell, assign, transfer, and set over to C. D., of, his heirs, executors, administrators, and assigns, [insert a description of the collateral to be assigned]. But this assignment is made as collateral security for the payment of any liability or indebtedness whatever, now existing or which may hereafter exist, from me to the said C. D. And the liability or indebtedness hereby secured and intended to be secured includes that of the said C. D. either as maker, indorser, acceptor, surety, or guarantor for others as well as myself; and on instruments or accounts made by me, or on which I am liable, which may be purchased from other parties as well as those made directly to or with me. And this security shall apply to all of the above forms of liability and indebtedness where the principal, indorser, acceptor, surety, or guarantor shall be a firm or copartnership of which I am or may become a member. This security is intended as a continuing security, binding, in case of my death, my heirs, executors, administrators, and assigns as to all transactions, liability, and indebtedness incurred before my death, and also incurred after my death, until actual notice of my death shall be brought to the said C. D. The extension of time of payment or the renewal of any of the forms of liability or indebtedness heretofore mentioned shall in no way release me, my heirs, or assigns, nor shall the release of any other security, sureties, indorsers, or guarantors in any way release me, my heirs, or assigns.

All of the foregoing forms of liability or indebtedness ceasing to exist, this assignment is to be void.

Witness my hand and seal this . . . day of, A. D.
19 . . . , at A. B. [L. s.]

ASSIGNMENT OF ACCOUNT

In consideration of dollars to me paid by C. D., of, the receipt of which is hereby acknowledged, I do hereby sell, assign, transfer, and set over to the said C. D., his executors, administrators, and assigns, the annexed account [or, bill], and all sums of money now

due or to become due upon the same, and upon any and all of the items therein mentioned, together with all my right, title, and interest therein, and I hereby certify that the various entries in said account are correct and that the balance stated as due is due. And I hereby authorize the said C. D., in my name or in his own, but at his own cost, to take all necessary and proper legal measures to collect, receive, and enjoy the same.

Witness my hand and seal this . . . day of . . . , A. D.
19 . . . , at A. B. [L. s.]

ASSIGNMENT OF CLAIM

In consideration of dollars, and other good considerations, to me paid by C. D., of, the receipt of which is hereby acknowledged, I do hereby sell, assign, transfer, set over, and deliver to the said C. D., his executors, administrators, and assigns, all claims, demands, and causes of action of every kind which I now have, or may hereafter have, against E. F., or any other person or persons, arising from or because of [state fully the nature of the claim], and from any and all things incidental thereto or connected therewith. And I authorize said C. D., in my name, or in his own, but at his own cost, to demand, collect, sue for, receive, and receipt for said claim or any part thereof, to his own use.

Witness my hand and seal this . . . day of . . . , A. D.
19 . . . , at A. B. [L. s.]

ASSIGNMENT OF A DEBT

In consideration of dollars, to me paid by C. D., of, the receipt of which is hereby acknowledged, I do hereby sell, assign, transfer, and set over to said C. D., his executors, administrators, and assigns, a certain debt now due and owing to me by E. F., of, amounting to the sum of dollars, for [describe fully the nature and origin of the debt], together with all interest due thereon.

And I hereby authorize said C. D., for his own use, and at his own cost, to demand, collect, sue for, receive, and receipt for said debt or any part thereof.

Witness my hand and seal, this . . . day of . . . , A. D.
19 . . . , at A. B. [L. s.]

ASSIGNMENT OF JUDGMENT

This indenture, made the . . . day of . . . , in the year one thousand nine hundred and . . . , between A. B., of . . . , party of the first part, and C. D., of . . . , party of the second part :

Whereas, the said party of the first part, on the . . . day of . . . , in the year one thousand nine hundred and . . . , recovered a judgment in the . . . court of . . . against E. F. for the sum of . . . and . . . cents, and . . . dollars and . . . cents, cost of suit, as by the record thereof will appear:

Now this indenture witnesseth, that the said party of the first part, in consideration of . . . dollars to him duly paid, has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over unto the said party of the second part, his heirs, executors, administrators, and assigns, the said judgment and all sums of money that may be had or obtained by means thereof, or on any proceedings to be had thereon. And the said party of the first part does hereby constitute and appoint said party of the second part, and his assigns, his true and lawful attorney, irrevocable, with power of substitution and revocation, for the use and at the proper costs and charges of the said party of the second part, to ask, demand, and receive, and to sue out executions, and take all lawful ways for the recovery of the money due or to become due on the said judgment; and on payment to acknowledge satisfaction of, or discharge the same [and attorney one or more under him for the purpose aforesaid, to make and substitute, and, at pleasure to revoke]; hereby ratifying and confirming all that his said attorney [or, substitute] shall lawfully do in the premises. And the said party of the first part does covenant, that there is now due on the said judgment the sum of . . . dollars, and that he will not collect or receive the same, or any part thereof, nor release or discharge the said judgment, but will own and allow all lawful proceedings therein, the said party of the second part saving the said party of the first part harmless of and from any costs in the premises.

In witness whereof, the party of the first part has hereunto set his hand and seal the day and year first above written.

A. B. [L. s.]

ASSIGNMENT OF JUDGMENT

SHORT FORM

In the Court of of County.
 A. B. } No. Term, 19
 vs. } Debt \$
 C. D. } Int.

For value received, I do hereby assign, transfer, and set over unto E. F., his heirs and assigns, all my right, title, and interest in and to the above stated judgment, [and guarantee the payment thereof, or, without recourse].

Witness my hand and seal the . . . day of ,
 A. D. 19 A. B. [L. S.]

ASSIGNMENT OF WAGES

For value received, I do hereby sell, assign, transfer, and set over to C. D., of, any and all sums of money due, or coming due, to me from E. F., of, as wages for my services as [describe the services] between the . . . day of , 19 . . . , and the . . . day of , 19

And I hereby authorize said C. D., or his assigns, to demand, collect, receive, and receipt for the same or any part thereof, and if said sum, or any part thereof, should be paid to me, or should come into my hands, I will receive the same solely as the agent of said C. D., and will transmit the same forthwith to him.

Witness my hand this . . . day of , A. D. 19 . . . ,
 at A. B.

ASSIGNMENT OF A DEED

Know all men by these presents, that A. B., the grantee within named, and C. B., his wife, for and in consideration of the sum of dollars, to them in hand paid by E. F., of county, state of, at and before the ensembling and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, and set over unto the said E. F., his heirs and assigns, all that the within-mentioned messuage, tenement, and tract of land, [describe the land], together with all

and singular the rights, members, and appurtenances whatsoever thereunto belonging or in any wise appertaining; and the reversions and remainders, rents, issues, and profits thereof; to have and to hold the said messuage, tenement, or tract of land, hereby granted and assigned, or mentioned and intended so to be, with the appurtenances, unto the said E. F., his heirs and assigns, to the only proper use and behoof of the said E. F., his heirs and assigns, forever. And the said A. B., and his heirs, the said hereby granted and assigned premises, with the appurtenances unto the said E. F., his heirs and assigns, against the said A. B. and his heirs, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same, by, from, or under him, them, or any of them, shall and will warrant and forever defend by these presents.

In witness whereof, the said parties to these presents, have hereunto set their hands and seals, this . . . day of . . . , A. D. one thousand nine hundred and . . .

Signed, sealed, and de-	A. B. [L. s.]
livered in presence	C. B. [L. s.]
of	
.....	
.....	

ASSIGNMENT OF CONTRACT FOR SALE OF REAL ESTATE

Know all men, that I, A. B., of . . . , in consideration of . . . dollars, to me paid by C. D., of . . . , the receipt of which is hereby acknowledged, do hereby sell, assign, transfer, and set over to said C. D., his heirs and assigns, a certain contract, together with all my right, title, and interest therein, dated the . . . day of . . . , A. D. 19 . . . , and made and executed by G. H., of . . . , which said contract is for the sale of certain real estate, to wit: [full description of the property], to have and to hold the same to the said C. D., his heirs and assigns, to his and their own use forever, subject, nevertheless, to all the covenants and conditions mentioned in said contract. And I hereby authorize said C. D. to demand and receive of said G. H. the deed covenanted in said contract to be given.

In witness whereof, I have hereto set my hand and seal this . . . day of . . . , A. D. 19 . . .

A. B. [L. s.]

ASSIGNMENT OF MORTGAGE AND BOND

Know all men by these presents, that I, A. B., of, party of the first part, in consideration of the sum of dollars, lawful money of the United States of America, to me in hand paid by C. D., of, party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred, and set over, and by these presents do grant, bargain, sell, assign, transfer, and set over, unto the said party of the second part, his heirs, executors, administrators, and assigns, a certain indenture of mortgage bearing date the . . . day of, A. D. 19 . . . , made by E. F. and G. F., his wife, on lands in, to secure the payment of the sum of dollars, which mortgage is recorded in the [clerk's or recorder's] office of the county of, in book . . . of mortgages, pages . . . , together with the bond or obligation therein described, and the money due and to grow due thereon, with the interest: To have and to hold the same unto the said party of the second part, his heirs, executors, administrators, or assigns for his or their use forever, subject only to the proviso in the said indenture of mortgage mentioned. [And I do hereby make, constitute, and appoint the said party of the second part my true and lawful attorney, irrevocable, in his name, or otherwise, but at his proper costs and charges, to have, use, and take all lawful ways and means for the recovery of all the said money and interest; and in case of payment, to discharge the same as fully as I might or could do if these presents were not made: And I do hereby covenant, promise and agree, to and with the said party of the second part, that there is now due and owing upon the said bond and mortgage the sum of dollars.]

In witness whereof, I have hereunto set my hand and seal the . . . day of, A. D. 19

A. B. [L. s.]

Sealed and delivered }
 in the presence of }
 }
 }

DECLARATION OF NO SET-OFF, WITH FOREGOING
ASSIGNMENT

Whereas, I, E. F., of, being the present owner in fee of the premises described in the indenture of mortgage hereinafter recited, do hereby acknowledge that I have received notice of an assignment about to be made of the said mortgage, and of the bond or obligation therein recited by A. B., of, the holder thereof, to C. D., of, and I do hereby declare that the sum of dollars, being the amount in full thereof, is still owing with interest, at the rate of . . . per cent. per annum, from the . . . day of, A. D. 19 . . . , and thereafter payable yearly, on the . . . day of the months of and upon the bond and mortgage given by me to A. B., dated the . . . day of, A. D. 19 . . . , and recorded at in mortgage book No., page . . . , etc., conveying [description of property]; and that I have no charge, claim, demand, plea, or set-off upon, for, or against the same, in any way or manner whatever.

Witness my hand and seal this . . . day of, A. D. 19 E. F. [L. s.]

ASSIGNMENT OF CHATTEL MORTGAGE

Know all men by these presents, that I, A. B., of, in the county of, and state of, party of the first part, in consideration of the sum of dollars to me in hand paid by C. D., of, in the county of, and state of, party of the second part, the receipt whereof is hereby acknowledged, have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over unto the said party of the second part a certain indenture of chattel mortgage bearing date the . . . day of, 19 . . . , made by G. H. to me [or, J. K.] to secure the payment of dollars, which said chattel mortgage is recorded in the [county clerk's] office of the county of, in book . . . of chattel mortgages, page . . . , together with the note or obligation therein described, and the money due, or to grow due, thereon, with the interest: To have and to hold the same unto the said party of the second part, his executors, administrators, and assigns, for his and their use forever, subject only to the conditions in

said indenture of chattel mortgage mentioned. [And I do hereby make, constitute, and appoint the said party of the second part my true and lawful attorney, irrevocable, in my name, or otherwise, but at his proper costs and charges, to have, use, and take all lawful ways and means for the recovery of all the said money and interest; and in case of payment, to discharge the same as fully as I might or could do if these presents were not made: And I do hereby covenant, promise, and agree, to and with the said party of the second part, that there is now due and owing upon the said mortgage the sum of dollars.]

In witness whereof, I have hereunto set my hand and seal the . . . day of, A. D. 19 . . . , at

A. B. [L. s.]

ASSIGNMENT OF FIRE-INSURANCE POLICY

Whereas, the Insurance Company, by policy, numbered and dated the . . . day of, A. D. 19 . . . , caused me to be insured against loss or damage by fire on a certain building, being [designate the building by location or otherwise], in the sum of dollars; now, I, the said A. B., in consideration of one dollar paid to me by C. D., and for other good considerations, have transferred and assigned, and do by these presents transfer and assign unto the said C. D. the said policy of insurance, and all the right, title, interest, or claim, which I now have or ever may have, in, to, or under the same, and in and to any sum of money which now is or shall ever be payable thereon.

Witness my hand this . . . day of, A. D. 19

A. B.

ASSIGNMENT OR EXTINGUISHMENT OF GROUND RENT

This indenture, made the . . . day of, A. D. 19 . . . , between A. B., of, party of the first part, and C. D., of, of the other part, witnesseth, that the said A. B. for and in consideration of the sum of lawful money of the United States of America, unto him well and truly paid by the said C. D. at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell,

alien, enfeoff, release, convey, and confirm unto the said C. D., his heirs and assigns, all that yearly rent, charge, or sum of dollars, chargeable half yearly, issuing and payable by E. F., his heirs and assigns, on the first days of and of each and every year, forever, without any deduction for taxes, out of and for all that certain lot or piece of ground situate, [describe premises, and recite former titles with record of same], together with all and singular the ways, means, rights, privileges, remedies, right and power of entry, distress, and of reentry, and all other covenants, ways, means, and remedies for recovering payment of the aforesaid yearly ground rent, and the arrearages thereof, and all and singular the other rights, incidents, and appurtenances whatever thereunto belonging, and the reversions and remainders thereof, and all the estate, right, title, interest, property, claim, and demand whatsoever of the said A. B., either in law or equity, as well of, in, to, and out of the said yearly rent or sum hereby granted, as also of, in, and to the aforesaid lot or piece of ground, with the appurtenances, for and out of which the said rent or sum is issuing and payable: To have and to hold the aforesaid hereditaments and premises hereby granted, or mentioned and intended so to be, with the rights, remedies, incidents, and appurtenances, unto the said C. D., his heirs and assigns, to and for the only proper use and behoof of the said C. D., his heirs and assigns forever. And the said A. B., for himself, his heirs, executors, and administrators, doth by these presents, covenant, grant, and agree, to and with the said C. D., his heirs and assigns, that he, the said A. B., and his heirs, all and singular the hereditaments and premises hereby granted, or mentioned and intended so to be, with the rights, remedies, incidents, and appurtenances, unto the said C. D., his heirs and assigns, against him, the said A. B., and his heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same, by, from or under him, them or any of them, shall and will warrant and forever defend by these presents.

In witness whereof, the said parties to these presents have hereunto interchangeably set their hands and seals. Dated the day and year first above written. A. B. [L. s.]

Sealed and delivered }
in the presence of }
us: }
. }
. }

C. D. [L. s.]

ASSIGNMENT OF LEASE

Know all men, that I, A. B., of, in consideration of dollars, and other good considerations, to me paid by C. D., of, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer, and set over to said C. D., his heirs and assigns, a certain indenture of lease, bearing date the . . . day of, 19 . . . , made by G. H., of, to me, the said A. B., of a certain dwelling house and lot, situate in, in the county of, and state of, with all the appurtenances thereto; to have and to hold the same unto the said C. D., his heirs and assigns, from the day of the date hereof, for and during the remainder of the term of years mentioned in said indenture; subject, nevertheless, to the rents, conditions, and provisions therein also mentioned.

Witness my hand and seal this . . . day of, A. D.
 19 . . . , at A. B. [L. s.]

BONDS

SIMPLE BOND WITHOUT CONDITION

Know all men by these presents, that I, A. B., of
, the obligor, am held and firmly bound unto
 C. D., of, the obligee, in the sum of
 lawful money of the United States of America, to
 be paid to the said C. D., or his certain attorney, executors,
 administrators, or assigns; to which payment well and truly
 to be made, I do bind myself, my heirs, executors, and
 administrators, firmly by these presents.

In testimony whereof, I have set my hand and seal to this
 instrument, on the . . . day of, A. D. 19

Executed and deliv- ered in presence of } } }	A. B. [L. s.]
--	---------------

COMMON FORM OF BOND WITH CONDITION AND WARRANT

Know all men by these presents, that I, A. B., of
, am held and firmly bound unto C. D., of
, in the sum of [penal sum] lawful money of the
 United States of America, to be paid to the said C. D., his
 certain attorney, executors, administrators, or assigns; to
 which payment well and truly to be made, I do bind and
 oblige myself, my heirs, executors, administrators, and
 every of them, firmly by these presents. Sealed with my
 seal, and dated the . . . day of, A. D. 19

Whereas, [state the facts creating the possible liability
 against which the obligee is to be indemnified].

And whereas, the said obligor herein named, in considera-
 tion thereof, has agreed to save harmless and indemnify the
 said C. D., his executors, administrators, and assigns, of and
 from all loss by reason thereof:

Now, the condition of the above obligation is such, that if

the above-bounden A. B., his heirs, executors, administrators, or any of them, shall and will do well and sufficiently indemnify, save, protect, and keep harmless the said C. D., his executors, administrators, and assigns, of and from all actions, suits, loss, costs, troubles, damages, and expenses whatsoever which the said C. D., his executors, administrators, or assigns, shall be put to or sustain by reason [whatever loss is to be indemnified as above] then the above obligation to be void, or else to be and remain in full force and virtue. And the said obligor for himself, his heirs, executors, and administrators, hereby authorizes any attorney of any court of record in or elsewhere to confess judgment against him and his heirs, executors, administrators, in the above sum of dollars, with release of errors and waiver of all stay and exemption laws in force or hereafter to be passed.

A. B. [L. s.]

Sealed and delivered }
 in the presence of {
 }
 }

SEVERAL BOND LIMITING THE LIABILITY OF EACH OBLIGOR TO A STATED AMOUNT

Know all men by these presents, that we, A. B., of, and C. D. and E. F., of, are severally and respectively held and firmly bound unto G. H., of, in respective sums following, to wit, the said A. B. in the sum of dollars, and said C. D. and E. F. in the sum of dollars each, to be paid to the said G. H., his executors, administrators, or assigns; for which said several payments well and truly to be made, each of us does hereby bind himself, his heirs, executors, and administrators, severally and respectively, but not jointly, nor one for the other, firmly by these presents. Sealed with our seals. Dated this . . . day of, A. D. 19

[Follow with the conditions.]

BUILDING-CONTRACTOR'S BOND

Know all men by these presents, that we, A. B., of, as principal, and C. D., of, as surety, are held and firmly bound unto E. F., of, in the sum of dollars, to be paid the said E. F., his executors, administrators, and assigns; to which

payment well and truly to be made, we do bind ourselves, jointly and severally, our heirs, executors, and administrators, firmly by these presents. Sealed with our seals, and dated this . . . day of . . . , A. D. 19 . . .

Now, the condition of this obligation is such that if the said A. B. shall duly perform and observe all the stipulations and agreements contained in a certain contract in writing, dated the . . . day of . . . , A. D. 19 . . . , made between the said A. B., of the one part, and the said E. F., of the other part, for the erection of a certain [describe the building] in the . . . county of . . . and state of . . . , as by reference to said contract will more fully and at large appear, which on the part of the said A. B. is to be performed and to be observed, and so that no forbearance on the part of the said E. F. to said principal, or alteration of said recited contract, shall in any way release the said surety, his heirs, executors, and administrators from liability hereunder; then, this obligation to be void, otherwise to be and remain in full force and virtue.

In witness whereof, we have hereunto set our hands and seals this . . . day of . . . , A. D. 19 . . .

Signed, sealed, and de-	A. B. [Principal]	[L. s.]
livered in the pres-	C. D. [Surety]	[L. s.]
ence of		
.		
.		

REFUNDING BOND TO EXECUTORS

Know all men by these presents, that we, A. B., of . . . , and C. D., of . . . , are held and firmly bound unto E. F. and G. H., as executors of the last will of I. J., deceased [or, as administrators with the will annexed of I. J., deceased], late of . . . , in the sum of . . . dollars, to be paid to the said executors [or, administrators] as aforesaid, their survivor or survivors, or their or his successors or assigns, for which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals. Dated this . . . day of . . . , A. D. 19 . . .

Whereas, the said A. B. has duly presented a claim for . . . dollars against the estate of I. J., which claim has been by the said executors [or, administrators] allowed as just

and proper [or, whereas, A. B. was by the will of I. J. given and bequeathed the sum of dollars], and whereas at the request of the said A. B. the said executors [or, administrators] have paid [or, are about to pay to] A. B. the said sum of dollars: Now the condition of this obligation is such that if the said sum so paid [or, about to be paid on said claim, or, legacy], or any part thereof, shall at any time be necessary to discharge any debt, liability, or legacy which the said executors [or, administrators] or their or his survivor or successors shall not have other or sufficient assets to pay, then, and in such case, if the said A. B. and C. D., their heirs, executors, and administrators, shall return to the said executors, [or, administrators] their survivors or their or his successors or assigns, the said amount or such portion thereof as shall appear to be necessary for the payment of any of the said debts, liabilities, or legacies, or any part of them, and the costs and charges, if any, incurred by reason of the aforesaid payment to the said A. B. [or, if for any reason said legacy is or shall become void, or be declared void, and A. B. shall thereupon return the whole of the said legacy, or such part thereof as shall be declared void, with interest and costs], then this obligation to be void; otherwise, to remain in full force and effect.

A. B. [L. s.]
C. D. [L. s.]

GUARDIAN'S BOND

Know all men by these presents, that we, A. B., of, and C. D., of, in the county of, and state of, are held and firmly bound to the state [or, commonwealth] of, in the sum of dollars, lawful money, to be paid to the said state [or, commonwealth], her certain attorney, or assigns; to which payment well and truly to be made and done, we do bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the . . . day of, A. D. 19

The condition of this obligation is such, that if the above-bounden A. B., guardian of E. F., a minor child of G. H., late of, deceased, shall at least once in every years, and at any other time when required by the court for the, render a just and true account of the management of the property and estate of the said minor, under his care, and shall also deliver up

the said property agreeably to the order and decree of the said court, or the directions of law, and shall in all respects faithfully perform the duties of guardian of the said E. F., then the above obligation shall be void; otherwise, it shall be and remain in full force and virtue.

A. B. [L. s.]

Signed, sealed, and de-
livered in presence
of
.....
.....

C. D. [L. s.]

BOND BY EXECUTOR, ADMINISTRATOR, OR GUARDIAN, ON SALE OF REALTY

Know all men by these presents, that we, A. B., of
., and C. D., of, are held and
firmly bound to the state [or, commonwealth] of,
in the sum of dollars, lawful money, to be paid to
the said state [or, commonwealth]; to which payment well
and truly to be made, we do bind ourselves, our heirs,
executors, and administrators, jointly and severally, firmly
by these presents. Sealed with our seals, and dated the
. . . day of, A. D. 19

The condition of this obligation is such that if the above-
bounden A. B., executor of the last will and testament of
E. F., late of, deceased [or, administra-
tor, or, guardian, as the case may be], shall and do faithfully
execute the powers committed to him by the court
of, for selling [or, mortgaging] the real estate of
said decedent [or, ward], and shall make a proper applica-
tion of all money to be received, according to the trust and
decree of the said court, then the above obligation to be
void, or else to be and remain in full force and virtue.

Witnesses,
.....
.....

A. B. [L. s.]

C. D. [L. s.]

MORTGAGE BOND

NEW YORK FORM

Know all men by these presents, that I, A. B., of
, party of the first part, am held and firmly bound
 unto C. D., of, party of the second part,
 in the penal sum of dollars, lawful money of the
 United States of America, to be paid to the said C. D., his
 heirs, executors, administrators, or assigns; for which pay-
 ment, well and truly to be made, I bind myself, my heirs,
 executors, and administrators, firmly by these presents.
 Sealed with my seal. Dated the . . . day of, A. D.
 19

The condition of the above obligation is such that if the
 above-bounden A. B., his heirs, executors, or administrators,
 shall well and truly pay, or cause to be paid, unto the above-
 named C. D., his heirs, executors, administrators, or assigns,
 the just and full sum of dollars, without any fraud
 or other delay, then the above obligation to be void, other-
 wise to remain in full force and virtue. And it is hereby
 expressly agreed, that the whole of the principal sum shall
 become due at the option of the above-named C. D., his
 legal representatives or assigns, after default in the payment
 of any instalment of principal or of interest for
 days, or after default in the payment of any tax or assess-
 ment upon the premises described in the mortgage
 accompanying this bond for days, after notice and
 demand. And it is also agreed, that the said party of the
 first part will keep the buildings on said premises insured
 against loss by fire for the benefit of the mortgagee therein.
 And the above-named C. D., his legal representatives and
 assigns, shall also be at liberty, immediately after any such
 default or any default in the payment of any amount due on
 this bond, upon a complaint filed or any other proper legal
 proceedings being commenced for the foreclosure of the
 mortgage accompanying this bond, to apply for, and shall
 be entitled, as a matter of right and without regard to the
 value of the mortgaged premises as security for the amounts
 due upon said mortgage or this bond, or to the solvency of
 any person or persons liable for the payment of such
 amounts, to the appointment by any competent court or
 tribunal of a receiver of the rents and profits of the premises
 described in said mortgage, with power to lease the said

premises or such part thereof as may not then be under lease, and with such other powers as may be deemed necessary, who, after deducting all proper charges and expenses attending the execution of the said trust, as receiver, shall apply the residue of the said rents and profits to the payment and satisfaction of the amount remaining due on said mortgage, or to any deficiency which may exist after applying the proceeds of the sale of the said premises to the payment of the amount so remaining due, including interest and the costs of the foreclosure and sale. A. B. [L. S.]

Sealed and delivered }
 in the presence of }
 }
 }

[This form, it will be noticed, includes the clauses for interest, insurance, taxes, assessments, and receivers. Similar forms are in use in other states.]

MORTGAGE BOND

PENNSYLVANIA FORM

Know all men by these presents, that I, A. B., of
, (hereinafter called the obligor), am held and
 firmly bound unto C. D., of, (hereinafter
 called the obligee), in the sum of, lawful money of
 the United States of America, to be paid to the said obligee,
 his certain attorney, executors, administrators, or assigns;
 to which payment well and truly to be made, I do bind and
 oblige myself, my heirs, executors, administrators, [jointly
 and severally] firmly by these presents. Sealed with my
 seal, dated the . . . day of, A. D. 19

The condition of this obligation is such, that if the above-
 bounden obligor, his heirs, executors, or administrators, or
 any of them, shall and do well and truly keep and maintain
 at all times, until the full discharge of this obligation, a
 policy or policies of insurance in good and approved
 company or companies, duly assigned as collateral to the
 obligee or his executors, administrators, or assigns, to
 an amount not less than dollars, upon the build-
 ings on the premises mortgaged by the mortgage securing
 the obligation, and shall and do well and truly pay, or
 cause to be paid unto the above-named obligee, his certain

attorney, executors, administrators, or assigns, the just sum of, lawful money as aforesaid, together with interest thereon payable at the rate of . . . per cent. per annum, without any fraud or further delay; and shall produce to the said obligee or his executors, administrators, or assigns, on or before the . . . day of . . . of each and every year receipts for all taxes of the current year, assessed upon the mortgaged premises; then the above obligation to be void, or else to be and remain in full force and virtue: Provided, however, and it is hereby expressly agreed, that if at any time default shall be made in payment of interest as aforesaid, for the space of days after any payment thereof shall fall due, or in such production to the obligee or his executors, administrators, or assigns on or before the . . . day of . . . of each and every year, of such receipts for such taxes of the current year upon the premises mortgaged, then and in such case the whole principal debt aforesaid, shall, at the option of the said obligee, his executors, administrators, or assigns, become due and payable immediately, and payment of the said principal debt, and all interest thereon, may be enforced and recovered at once, anything herein contained to the contrary notwithstanding. And provided further, however, and it is hereby expressly agreed, that if at any time hereafter, by reason of any default in the maintenance of said insurance or in payment, either of said principal sum at maturity, or of said interest, or in production of said receipts for taxes, within the time specified, a writ of *fieri facias* is properly issued upon the judgment obtained upon this obligation, or by virtue of the warrant of attorney hereto attached, or a writ of *scire facias* is properly issued upon the accompanying indenture of mortgage, an attorney's commission for collection, viz., . . . per cent., shall be payable, and shall be recovered in addition to all principal and interest then due, besides costs of suit. And it is hereby declared and agreed that the said debt or principal sum of is the same, which by an indenture of mortgage of even date herewith, made between the above-named obligor and obligee, is secured upon [describe premises].

Sealed and delivered }
 in the presence of }
 }
 }

A. B. [L. s.]

WARRANT OF ATTORNEY

[This is to accompany the foregoing bond when the entering of judgment on the bond is intended to be authorized.]

To, Esq., attorney of the court of common pleas at, in the county of, in the state of, or to any other attorney of the said court, or any other court there or elsewhere. Whereas, I, A. B., in and by a certain obligation, bearing even date herewith, do stand bound unto C. D. in the sum of lawful money of the United States of America, conditioned to keep and maintain at all times, until the full discharge of the said obligation, a policy or policies of insurance in good and approved company or companies, duly assigned as collateral to the obligee or his executors, administrators, or assigns, to an amount not less than dollars, upon the buildings on the premises mortgaged by the mortgage securing the said obligation, and conditioned for the payment of the just sum of lawful money as aforesaid, together with interest thereon payable at the rate of . . . per cent. per annum, and for the production to the obligee or his executors, administrators, or assigns, on or before the . . . day of of each and every year, of receipts for all taxes of the current year assessed upon the premises described in the mortgage accompanying said obligation: It being the same debt or principal sum, which by an indenture of mortgage, also of an even date herewith, made between the above-named obligor and obligee, is secured upon [describe premises]. Provided, however, and it is thereby expressly agreed, that if at any time default shall be made in payment of interest as aforesaid, for the space of days after any payment thereof shall fall due, or in the prompt and punctual maintenance of said insurance so assigned as aforesaid, or in such production to the obligee or his executors, administrators, or assigns, on or before the . . . day of of each and every year, of such receipts for such taxes of the current year assessed upon the premises described in the mortgage accompanying said obligation, then and in such case the whole principal debt aforesaid, shall, at the option of the said obligee, his executors, administrators, or assigns, become due and payable immediately, and payment of said principal debt, and all interest thereon, may be enforced and recovered at

once, anything therein contained to the contrary notwithstanding. And provided further, however, and it is hereby expressly agreed, that if at any time thereafter by reason of any default in the maintenance of said insurance, or in payment, either of said principal sum, at maturity, or of said interest, or in production of said receipts for taxes within the time specified, a writ of *facias* is properly issued upon the accompanying indenture of mortgage, an attorney's commission for collection, viz., . . . per cent., shall be payable, and shall be recovered in addition to all principal and interest then due, besides costs of suit. These are to desire and authorize you, or any of you, to appear for me, my heirs, executors, or administrators, at the suit of the said obligee, his executors, administrators, or assigns, on the said obligation, as of any term or time past, present, or any other subsequent term or time there or elsewhere to be held, and confess judgment thereupon, against me, my heirs, executors, or administrators, for the sum of lawful money of the United States of America, debt, besides cost of suit, and an attorney's commission of . . . per cent. in case payment has to be enforced by process of law as aforesaid, by *non sum informatus, nihil dicit*, or otherwise, as you shall deem meet: And for your, or any of your, so doing, this shall be your sufficient warrant. And I do hereby, for myself, my heirs, executors, and administrators, and assigns, remise, release, and forever quit claim unto the said obligee, his certain attorney, executors, administrators and assigns, all and all manner of error and errors, misprisions, misentries, defects, and imperfections whatever, in the entering of the said judgment, or any process or proceedings thereon or thereto, or anywise touching or concerning the same.

In witness whereof, I have hereunto set my hand and seal this . . . day of, A. D. 19

Sealed and delivered }
in the presence of }
us: }
. }
. }

A. B. [L. s.]

[The foregoing *scire facias* mortgage bond and warrant, it will be noticed, contains the clauses for attorney's commission, insurance, and tax receipts. Similar forms are used in other states.]

BOND TO EXECUTE A CONVEYANCE

Know all men by these presents, that I, A. B., of
, am held and firmly bound unto C. D., of
, in the sum of dollars, to be paid to the
 said C. D., his executors, administrators, and assigns, for
 which payment well and truly to be made, I do bind myself,
 my heirs, executors, and administrators firmly by these
 presents. Sealed with my seal. Dated this . . . day of
, A. D. 19

Whereas, the above-bounden A. B. has this day agreed to
 sell to the said C. D. the following described tract of land in
 the county of, in the state of, to wit,
 [describe the land], on condition that C. D. shall pay the
 sum of dollars, in manner following, to wit, [state
 time of payment, etc.]: Now, the condition of this obliga-
 tion is such that if C. D., his executors, administrators, and
 assigns, shall make the payment above set forth, and shall
 in the meantime pay all taxes on said land, and the said
 A. B. shall, on the completion of said payments, as he has
 agreed to do, make, execute, and deliver, or cause to be
 made, executed, and delivered, a good and sufficient war-
 ranty deed to the said C. D. for said tract of land, then this
 obligation to be void; otherwise, to remain in full force and
 virtue. In the event of the non-payment of the said sum of
 money, or any part thereof, at the times mentioned for their
 payment, then the said A. B. is absolutely discharged at law
 and in equity from any and all liability to make and execute
 such deed, and, accounting for any payments that may have
 been made, he may treat the said C. D. as a tenant holding
 over after the termination, or contrary to the terms of his
 lease; or, if he prefer to do so, may enforce the defaulted
 payments. A. B. [L. s.]

BOND BY MINOR TO EXECUTE A CONVEYANCE

Know all men by these presents, that we, A. B., of
, and C. D., of, are held and
 firmly bound unto E. F., of, in the just
 and full sum of dollars, to be paid to the said
 E. F., his certain attorney, executors, administrators, or
 assigns; to the payment whereof well and truly to be made
 and done we do bind ourselves, our and each of our heirs,

executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated this . . . day of, A. D. 19

Whereas, by deed dated, the above-bounden A. B. (joined by G. H., his wife), together with I. J., did sell and convey and assumed to sell and convey, to E. F. [briefly designate the premises], and whereas it being understood that the said I. J. was, at the date of the execution and delivery of said deed, under the age of twenty-one years, and A. B. and C. D. having covenanted and agreed that I. J., on arriving at the age of twenty-one years, or in case of his decease before such time, his heirs, executors, or administrators, will execute and deliver to E. F. a deed fully, legally ratifying and confirming the above-mentioned deed and its covenants, or that he, the said I. J., his heirs, executors, or administrators, will execute a new legal conveyance of the above-mentioned premises free of any encumbrances that hereafter may become a lien on or against his present interest assumed to be conveyed by above-mentioned deed: Now, therefore, the condition of this obligation is such that if the said I. J. shall, within a reasonable time after he shall have arrived at the age of twenty-one years, execute and deliver, or in case of his death or legal disability, his heirs, executors, administrators, or representatives shall execute and deliver proper deeds of conveyance or ratification as above-mentioned, and sufficient to convey to E. F. the same title that would have been conveyed by first above-mentioned deed if I. J. had been twenty-one years of age at the time of its execution, and shall have in the meantime saved the above-mentioned E. F., his heirs, executors, administrators, or assigns harmless from any claims, demands, or liability by reason of the execution or acceptance of the first above-mentioned deed or conveyance, then this obligation to be void; otherwise, to remain in full force and virtue.

A. B. [L. S.]
C. D. [L. S.]

BOND OF INDEMNITY AGAINST CLAIM OF DOWER

Know all men by these presents, that we, A. B., of, and C. D., of, are held and firmly bound unto E. F., of, in the sum of dollars, to be paid to the said E. F., his executors, administrators, and assigns; for which payment well and truly to be made we do bind ourselves, our heirs, executors,

and administrators, jointly and severally, firmly by these presents. Sealed with our seals. Dated this . . . day of, A. D. 19

Whereas, the above-bounden A. B. has by deed dated, sold unto the above-named E. F., [briefly describe the premises], and whereas G. H., the wife of A. B., did not join in the execution of said deed: Now the condition of the above obligation is such that if A. B. and C. D., their heirs, executors, and administrators, or any of them, shall well and truly indemnify and save harmless the said E. F., his heirs, executors, administrators, and assigns, from and against any and all dower or thirds which G. H., the wife of A. B., shall or may claim in said premises, or any part thereof, and from all actions and suits, whether groundless or otherwise, and all damages, costs, and expenses, by reason thereof, then this obligation is to be void; otherwise, to remain in full force and value.

A. B. [L. s.]

C. D. [L. s.]

BOND OF INDEMNITY TO BANK IN PAYING LOST CHECK

Know all men by these presents, that we, A. B., of, and C. D., of, are held and firmly bound unto bank [state the full name of corporation] in the sum of dollars, lawful money of the United States of America, to be paid to the said bank, or to its certain attorney, its successors, or assigns; to which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, firmly by these presents. Sealed with our seals. Dated the . . . day of A. D. 19

The condition of this obligation is such, that, whereas, the said bank, at the request of A. B., did on or about, issue its check for dollars on the bank of, dated, and payable to the order of, which check is said to have been lost before being presented for payment, and whereas the said bank has issued its duplicate check in lieu of said lost check [or, has paid to A. B. the sum of dollars in payment of such check] on the agreement that his bond would be given: If, therefore, the said A. B. and C. D., their executors or administrators, or either of them, shall and do deliver up the said check when it shall be found, to the said bank or its assigns, to be canceled, and until the same shall

be so delivered up and canceled, save, defend, keep harmless, and indemnify the said bank or its assigns, and their goods and chattels, lands, and tenements, of and from the said check, and of and from all actions, suits, payments, costs, charges, and damages, for and by reason thereof; then this obligation to be void, or else to be and remain in full force and virtue.

A. B. [L. s.]

C. D. [L. s.]

BOND OF INDEMNITY FOR PAYING A LOST NOTE

Know all men by these presents, that we, A. B., of, and C. D., of, are held and firmly bound unto E. F., of, in the penal sum of dollars, lawful money of the United States of America, to be paid to the said E. F., his executors, administrators, or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, firmly by these presents. Sealed with our seals. Dated the . . . day of, A. D. 19

Whereas, A. B. is the owner of a certain promissory note, for dollars, dated, and payable after date, signed by C. D., and payable to the order of, and which said note is lost or destroyed and cannot now be produced by him; and whereas C. D. has this day paid to A. B. the full amount due on said note upon the agreement that this bond of indemnity would be given, and that A. B. would indemnify and save said C. D. harmless in the matter, and would deliver up said note to C. D. when found: Now the condition of this obligation is such, that if the above-bounden A. B. and C. D., their heirs, executors, administrators, or any of them, shall well and truly indemnify and save harmless the said E. F., his executors and administrators, from and against the said note and any and all damages, costs, charges, and expenses and all actions or suits, whether groundless or otherwise, by reason of said note, and also deliver or cause said note to be delivered to said E. F., when found, then this obligation is to be void; otherwise, to remain in full force and effect.

A. B. [L. s.]

C. D. [L. s.]

BOND OF INDEMNITY FOR INDORSING NOTE

Know all men by these presents, that we, A. B., of
, and C. D., of, are held and
 firmly bound unto E. F., of, in the penal
 sum of dollars, lawful money of the United States
 of America, to be paid to the said E. F., his executors,
 administrators, or assigns; for which payment, well and truly
 to be made we bind ourselves, our heirs, executors, and
 administrators, firmly by these presents. Sealed with our
 seals. Dated the . . . day of, A. D. 19

Whereas, the said E. F. has, without consideration and
 solely for the accommodation of A. B., and under the agree-
 ment at the time that this bond of indemnity would be
 given, indorsed [or, made, or, guaranteed, or, accepted, as
 the case may be] a certain promissory note [or, bill, or,
 draft, or, order, as the case may be], dated, pay-
 able after date to the order of,
 for the sum of dollars, and signed by

. : Now, the condition of this obligation is such that
 if the above-bounden A. B. and C. D., their executors, admin-
 istrators, or any of them, shall and will truly pay the said note
 [or, bill, or, draft, or, order] and save harmless the said E. F.,
 his executors and administrators, from and against any and
 all suits, actions, damages, and expenses by reason thereof,
 then this obligation is to be void; otherwise, to remain in full
 force and effect.

A. B. [L. s.]

C. D. [L. s.]

**BOND OF INDEMNITY GUARANTEEING PAYMENTS
 ON LEASE**

Know all men by these presents, that we, A. B., of
, and C. D., of, are held and
 firmly bound unto E. F., of, in the penal
 sum of dollars, to be paid to the said E. F., his
 executors, administrators, or assigns; for which payment
 well and truly to be made, we bind ourselves, our heirs,
 executors, and administrators, firmly by these presents.
 Sealed with our seals. Dated the . . . day of, A. D.
 19

Whereas, the above-named E. F. has leased to the above-
 bounden A. B. the premises known as in the . . .
 . . . of, for the term of years, at the

monthly rental of dollars, payable monthly in advance, which contract of rental is evidenced by a written lease dated: Now, the condition of this obligation is such that if A. B., his heirs, executors, administrators, and assigns, or any of them, shall pay or cause to be paid the money stipulated to be paid by the terms of the said lease at the times therein mentioned, then this obligation to be void; otherwise, to be in full force and effect.

A. B. [L. S.]
C. D. [L. S.]

SHORTER FORM FOR GUARANTEEING PAYMENTS ON A LEASE

A shorter and equally binding bond would be to have C. D. write on the back of the lease: "For value received, and as a part of the consideration to E. F. in granting the within and foregoing lease, I guaranty the prompt payment of the rent by A. B. C. D."

Dated

BOND OF INDEMNITY GUARANTEEING A LEASE

Know all men by these presents, that we, A. B., of, and C. D., of, are held and firmly bound unto E. F., of, in the penal sum of dollars, lawful money of the United States of America, to be paid to the said E. F., his executors, administrators, or assigns; for which payment, well and truly to be made we bind ourselves, our heirs, executors, and administrators, firmly by these presents. Sealed with our seals. Dated the . . . day of, A. D. 19

Whereas, the above-named E. F. has leased to the above-bounden A. B. the premises known as in the of, for the term of years from the . . . day of, A. D. 19, at the yearly rental of dollars, payable quarterly in advance, the further particular terms and conditions of such contract of rental being set forth in a written lease executed by E. F. and A. B., dated the . . . day of, A. D. 19, and which said written lease is to be read with and made a part of this contract: Now, the condition of this obligation is such that if the above-bounden A. B., his heirs, executors, administrators, and assigns, or any part of them, shall perform or cause to be performed all of the conditions of said

lease, agreed by him therein to be performed, then this obligation to be void; otherwise, to remain in full force and effect.

A. B. [L. s.]
C. D. [L. s.]

SHORTER FORM FOR GUARANTEEING A LEASE

A shorter and equally effective bond would be to have C. D. write on the bank of the lease: "For value received, and as a part of the consideration moving to E. F. in granting the within and foregoing lease, I guaranty its full performance on the part of A. B. C. D."

Dated

BOND OF INDEMNITY FOR GOODS DELIVERED

Know all men by these presents, that we, A. B., of, and C. D., of, are held and firmly bound unto E. F. and G. H., doing business at under the firm name of F. & H., or to either of them, in the penal sum of dollars, lawful money of the United States of America, to be paid to the said E. F. and G. H., their executors, administrators, or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, firmly by these presents. Sealed with our seals. Dated the . . . day of, A. D. 19

Whereas, the above-named firm of F. & H., or the individual members thereof, have delivered or may hereafter deliver to the above-bounden A. B. certain [describe generally or specifically the articles], with authority to sell the same and receive payment therefor in cash, or by demand checks, and if payment is by checks, to indorse their names or the name of either of them on such checks: Now, the condition of this obligation is such that if the said A. B. shall on demand return to the firm of F. & H., or either of them, the articles or property above referred to, which have now or may hereafter be delivered to him, unless the same have been destroyed by the elements, or shall in lieu thereof well and faithfully account therefor and pay over all money or checks received therefor, then this obligation is to be void; otherwise, to remain in full force and effect.

A. B. [L. s.]
C. D. [L. s.]

BOND OF INDEMNITY: CLERK, COLLECTOR, OR SALESMAN

Know all men by these presents, that we, A. B., of, and C. D., of, are held and firmly bound unto E. F., of, in the penal sum of dollars, lawful money of the United States of America, to be paid to the said E. F., his executors, administrators, or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, firmly by these presents. Sealed with seal. Dated the . . . day of, A. D. 19

Whereas, the above-named A. B. has entered or is about to enter the employ of E. F., and in such employment he will or may be called upon to perform, and may perform, the duties of a general clerk, bookkeeper, cashier, collector, or traveling salesman, or of all such duties: Now, the condition of this obligation is such that if the said A. B. shall well and truly perform and discharge all of the duties incident to this employment, generally, or specifically, and account for and pay over any and all money or property which may come into his control or possession as such employe, then this obligation to be void; otherwise, to remain in full force and effect.

A. B. [L. S.]

C. D. [L. S.]

BOND OF INDEMNITY: CASHIER OR OTHER EMPLOYE OF BANK OR CORPORATION

Know all men by these presents, that we, A. B., of,, and C. D., of, and E. F., of, are held and firmly bound unto the bank of, in the penal sum of dollars, lawful money of the United States of America, to be paid to the said the bank, its successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators firmly by these presents. Sealed with our seals. Dated the . . . day of, A. D. 19

Whereas, the above-bounden A. B. has been chosen, appointed, or elected cashier [or, other position, naming it] of the said bank, and now is its employe in some capacity, or is about to be employed by the said bank in some capacity, by reason whereof he will receive or

have control of, or have access to, or be chargeable with, money, property, or other things of said bank, and of others: Now, the condition of this obligation is such that if the said A. B., his executors, or administrators, shall well and truly serve the said bank as such cashier [or, other officer, or, position, naming it] during his continuance in office, whether by reason of the above appointment or election, or by its continuance, or by a subsequent appointment or election and continuance, and well and truly perform and discharge all his duties as such officer [or employe], and shall when requested by said bank, its agents, successors, and assigns, account for and pay over to said bank, its agents, successors, and assigns, all money and property with which he is chargeable, as such officer, or with which he is chargeable by reason of having improperly taken or misapplied any of said bank's money or property, or for which it is liable, outside of his acts or duties as cashier [or, other officer, or employe]; to the end that this bond and obligation shall also be a security to said bank, its successors, and assigns, for any money and property that may come into the hands of the said A. B., or be misapplied by him, notwithstanding the fact that he may be directed or assigned by said bank, its successors, or assigns to other duties than those contemplated when this instrument was executed, then this obligation to be null and void; otherwise, to remain in full force and effect.

A. B. [L. S.]

C. D. [L. S.]

E. F. [L. S.]

CHATTEL MORTGAGES

SHORT FORM

In consideration of the sum of dollars, this day paid to me by C. D., which said sum of dollars I agree to repay to C. D. on the . . . day of, A. D. 19 . . . , with interest thereon, I hereby sell, assign, transfer, and set over to C. D. the following described property [describe the property so that it can be identified]. And I authorize C. D. to take possession of said property now or at any future time. If I pay or cause to be paid the moneys hereby agreed to be paid, when due, then this mortgage to be void; otherwise, to remain in full force and effect.

Dated at, A. D. 19

Witnesses:

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 }

A. B. [L. s.]

MORTGAGE OF PERSONAL PROPERTY

Know all men by these presents, that I, A. B., of, acknowledge myself to be indebted to C. D., of, in the sum of dollars, with interest from this date [or, from the . . . day of], and for the security of said sum I do hereby mortgage and sell and assign to the said C. D., all my personal property of every description, situate, lying, and being in the house, corner of street and avenue, in the city of; and I hereby authorize and empower the said C. D. to take possession of said property and effects, he to sell the same, and appropriate the proceeds to the payment of said debt and interest.

Witness my hand and seal, this . . . day of, A. D. 19

A. B. [L. s.]

MORTGAGE OF PERSONAL PROPERTY

Know all men by these presents, that A. B., of
, of the first part, is indebted to C. D., of
, of the second part, in the sum of dollars,
 to be paid as follows: [state time, place, amount, and
 manner of payment].

Now, therefore, in consideration of such indebtedness, and
 to secure the payment of the same, as aforesaid, said party
 of the first part does hereby sell, assign, transfer, and set
 over to said party of the second part, the property described
 in the following schedule, viz.: [describe property]. Pro-
 vided, however, that if said debt and interest be paid, as
 above specified, the sale and transfer shall be void. The
 property sold is to remain in possession of said party of the
 first part, until default be made in the payment of the debt
 and interest aforesaid, or some part thereof; but in case of a
 sale or disposal, or attempt to sell or dispose of the same,
 or a removal, of or attempt to remove the same from [name
 of location of property or place where it is to remain], or an
 unreasonable depreciation in the value; or if, from any other
 cause, the security shall become inadequate, the said party of
 the second part may take such property, or any part thereof,
 into his own possession. And upon taking said property
 into his own possession, either in case of default or as above
 provided, said party of the second part shall sell the same at
 public or private sale; and after satisfying the aforesaid debt
 and interest thereon, and all necessary and reasonable costs,
 charges, and expenses incurred, out of the proceeds of sale,
 he shall return the surplus to said party of the first part, or
 his legal representatives. And if, from any cause, said
 property shall fail to satisfy said debt and interest aforesaid,
 said party of the first part hereby agrees to pay the
 deficiency.

In witness whereof, the said party of the first part has
 hereunto set his hand, this . . . day of . . . , A. D. 19 . . .

Executed in the pres-	A. B. [L. s.]
ence of	
.	
.	

**MORTGAGE OF PERSONAL PROPERTY WITH
POWER OF SALE**

Know all men by these presents, that I, A. B., [name of mortgagor] of, in the county of and state of, in consideration of dollars, to me paid by C. D., [name of mortgagee] of, in the county of and state of, the receipt whereof is hereby acknowledged, do hereby grant, bargain, and sell unto the said C. D., his executors, administrators, and assigns forever, the following goods and chattels, to wit: [list or schedule of chattels mortgaged]. To have and to hold, all and singular the said goods and chattels unto the said C. D., his executors, administrators, and assigns, to his and their sole use and behoof forever. And the said A. B., for himself and for his executors and administrators, does hereby covenant to and with the said C. D. and his assigns, that said A. B. is lawfully possessed of the said goods and chattels, as of his own property; that the same are free from all encumbrances, and that he will warrant and defend the same to him, the said C. D., his executors, administrators, and assigns, against the lawful claims and demands of all persons.

Provided, nevertheless, that if the said A. B. shall pay to the said C. D., on the . . . day of, A. D. 19 . . . , the sum of dollars, then this mortgage is to be void; otherwise, to remain in full force and effect. And provided further, that until default be made by the said A. B. in the performance of the condition aforesaid, it shall and may be lawful for him to retain the possession of the said goods and chattels, and to use and enjoy the same; but if the same or any part thereof shall be attached or claimed by any other person or persons at any time before payment, or the said A. B., or any person or persons whatever, upon any pretense, shall attempt to carry off, conceal, make way with, sell, or in any manner dispose of the same or any part thereof, without the authority and permission of the said C. D., his executors, administrators, or assigns, in writing expressed, then it shall and may be lawful for the said C. D., with or without assistance, or his agent or attorney, or his executors, administrators, or assigns, to take possession of said goods and chattels, by entering upon any premises wherever the same may be, whether in this county or state, or elsewhere, to and for the use of said C. D. or his

assigns. And if the moneys hereby secured, or the matters to be done or performed, as above specified, are not duly paid, done or performed, at the time and according to the conditions above set forth, then the said C. D., or his attorney or agent, or his executors, administrators, or assigns, may by virtue hereof, and without any suit or process, immediately enter and take possession of said goods and chattels, and sell and dispose of the same at public or private sale, and after satisfying the amount due, and all expenses, the surplus, if any remain, shall be paid over to said A. B. or his assigns. The exhibition of this mortgage shall be sufficient proof that any person claiming to act for the said C. D. is duly made, constituted, and appointed agent and attorney to do whatever is above subscribed.

In witness whereof, the said A. B. has hereunto set his hand and seal this . . . day of . . . , A. D. 19 . . .

Signed, sealed, and delivered in the presence of	}	A. B. [L. s.]
.....		
.....		
.....		

AFFIDAVIT FOR RENEWING AND CONTINUING CHATTEL MORTGAGE

State of . . . }
County of . . . } ss.

I do solemnly swear that I am one of the within-named mortgagees, and that the property described in the within mortgage was, on the . . . day of . . . , A. D. 19 . . . , conveyed to me to secure the payment of . . . dollars, of which sum there is yet due and unpaid the sum of . . .
So help me God. C. D.

Sworn to before me, this . . . day of . . . , A. D. 19 . . .

J. P., Justice of the Peace.

ANNUAL STATEMENT OF MORTGAGEE'S INTEREST

I, C. D., the mortgagee mentioned in the mortgage of which the annexed [or, within] is a true copy, do hereby certify that the sum of . . . dollars, and interest thereon from the . . . day of . . . , A. D. 19 . . . , is still due on the said mortgage. C. D.

Dated . . . , the . . . day of . . . , A. D. 19 . . .

COMMERCIAL PAPER

PROMISSORY NOTE

BUFFALO, N. Y., October 1, 1902.

\$2,000.

One year after date I promise to pay to C. D., or order,
Two Thousand Dollars (\$2,000.), value received. A. B.

PROMISSORY NOTE PAYABLE AT A PARTICULAR PLACE

PHILADELPHIA, October 1, 1902.

\$100.

Three months after date I promise to pay to the order of
C. D., One Hundred Dollars, at the Fourth Street National
Bank, without defalcation, for value received. A. B.

JOINT AND SEVERAL NOTE

NEW YORK, October 1, 1902.

\$100.

We, jointly and severally, promise to pay to the order of
E. F., on the 1st day of March next, One Hundred Dollars,
value received. A. B.
C. D.

BILL OF EXCHANGE

PHILADELPHIA, October 1, 1902.

\$1,000.

Thirty days after sight [or, after date, or, at sight] pay to
the order of C. D., One Thousand Dollars, value received,
and charge the same to account of

To E. F. & Co. }
No. . . . }

BILLS OF EXCHANGE IN SET

NO. 1

PHILADELPHIA, October 1, 1902.

Exchange for \$1,000.

Thirty days after sight of this first of exchange (second and third of same tenor and date unpaid) pay to the order of C. D., One Thousand Dollars, for value received, and charge the same to account of A. B.

To E. F. & Co., }
London. }

NO. 2

PHILADELPHIA, October 1, 1902.

Exchange for \$1,000.

Thirty days after sight of this second of exchange (first and third of same tenor and date unpaid) pay to the order of C. D., One Thousand Dollars, for value received, and charge the same to account of A. B.

To E. F. & Co., }
London. }

NO. 3

PHILADELPHIA, October 1, 1902.

Exchange for \$1,000.

Thirty days after sight of this third of exchange (first and second of same tenor and date unpaid) pay to the order of C. D., One Thousand Dollars, for value received, and charge the same to account of A. B.

To E. F. & Co., }
London. }

CHECK

USUAL FORM

NEW YORK, January 1, 1903.

No. 244.

FIRST NATIONAL BANK,

Pay to the order of C. D. \$100., One Hundred Dollars.

A. B.

BANKER'S CHECK

\$100.

No. 25,437.

ST. LOUIS, MO., January 1, 1903.

FIRST NATIONAL BANK,

Pay to the order of C. D. One Hundred Dollars.

A. B., Cashier.

To First National Bank, }
Philadelphia, Pa. }

COLLATERAL NOTE

SCRANTON, PA., October 1, 1902.

\$1,000.

Six months after date I promise to pay to the order of C. D., One Thousand Dollars, without defalcation, for value received. Along with the foregoing obligation I have delivered to the said C. D., the following securities: [describe the securities] as collateral security for the payment of the same on the day it becomes due, which collaterals I hereby authorize and empower the holder of this promissory note (provided the same be not paid at maturity), to sell and transfer at public or private sale, without further reference or notice to me, and to apply the proceeds in payment thereof, together with interest and charges incurred thereon; furthermore, I hereby agree, in case the market price of the said collaterals should fall at any time during the continuance of the loan to an amount insufficient to cover the sum loaned, with . . . per cent. margin added thereto, that in such event I will, on demand, deposit additional security to be approved by said C. D. which shall be sufficient to keep the collaterals thus deposited equal to a sum . . . per cent. above said loan, and so often as said collaterals shall diminish; and in default thereof, the said C. D. shall have power to sell and transfer, at public or private sale, without notice, all, or any of the said securities (as well as any others he may hold), to pay the amount of the said loan, with all interest and charges thereon; thereafter, should any deficiency remain unpaid, I further promise and agree to pay the same to the holder hereof on demand.

A. B.

[The foregoing form contains the usual provisions for a collateral note. If it be desired, however, there may be added to any such note, any or all of the provisions which follow.]

**PROVISIONS WHICH MAY BE INSERTED IN A
COLLATERAL NOTE**

The said property [or, securities] shall be collateral security for the payment of this or any other indebtedness, liability or liabilities of the undersigned to the said bank, due or to become due, or which may hereafter be contracted or existing against the undersigned.

The liabilities and indebtedness hereby secured and intended to be secured include that of maker, indorser, acceptor, surety, or guarantor for others as well as for the undersigned, and on instruments or accounts which may be purchased from others as well as those made to or with said bank or for the direct benefit of the undersigned; and this security shall apply to all of the above-mentioned forms of liability or indebtedness where the maker, indorser, acceptor, surety, or guarantor shall be a firm or copartnership of which the undersigned is then a member.

The extension of the time of payment or the renewal of any of the forms of liability or indebtedness heretofore mentioned shall in no way release the undersigned.

The undersigned hereby agrees to deposit with the said bank such additional collateral security as the said bank may from time to time demand; and also hereby gives to the said bank a lien for the amount of all the liabilities aforesaid, upon all the property or securities at any time given unto or left in the possession of the said bank by the undersigned, and also upon any balance of the deposit account of the undersigned with the said bank.

On the non-performance of the foregoing agreements as to furnishing additional collateral, or upon the non-payment of any of the above-mentioned liabilities, then and in either such case the said bank is hereby authorized to sell, assign, and deliver, the whole or any part of the said securities, or any substitutes therefor, or any additions thereto, or any other property at any time given unto or left in the possession of the said bank by the undersigned for safe keeping or otherwise, at any broker's board or at public or private sale, at the option of the said bank, or any of its officers, without either advertisement or notice, which are hereby expressly waived.

If such securities or property are sold at public sale, the said bank may itself purchase the whole or any part thereof, free from all right of redemption on the part of the undersigned, which is hereby waived and released.

In case of any such sale the said bank may first deduct all the expenses for collection, sale, or delivery of the property or securities so sold; and may then apply the residue to any one, or more, or all, of the said liabilities, whether due or not due, as any of its officers shall deem proper, making proper rebate for interest on liabilities not then due, and returning the overplus, if any, to the undersigned, who shall remain liable to the said bank for any deficiency arising from any such sale.

The undersigned hereby further authorizes said bank at its option, at any time, to appropriate and apply to the payment of any of the said liabilities, whether now existing or hereafter contracted, any and all moneys now or hereafter in the hands of the said bank on deposit, or otherwise, to the credit of or belonging to the undersigned, whether the said liabilities are then due or not due.

The undersigned further agrees that, upon any transfer of this note, the bank may deliver the said collaterals, or any part thereof, to the transferee, who shall thereupon become vested with all the powers and rights above given to the said bank in respect thereto, and the said bank shall thereafter be forever relieved and fully discharged from any liability or responsibility in the matter.

The undersigned further agrees, in case of non-payment of any of the above-mentioned liabilities, to pay all costs of collection that may be incurred, together with a reasonable attorney's fee.

JUDGMENT NOTE

SHORT FORM

PHILADELPHIA, PA., October 1, 1902.

\$100.

Three months after date, we promise to pay E. F., or order, One Hundred Dollars, without defalcation, for value received. And we do hereby authorize any attorney of any court of record in, or elsewhere, to confess judgment therefor and release errors, and we hereby also waive all stay of execution from and after the maturity of the above note. Witness our hands and seals the day and date above written.

A. B. [L. S.]
C. D. [L. S.]

JUDGMENT NOTE WITH WAIVER

PHILADELPHIA, PA., October 1, 1902.

\$100.

One year after date, for value received, I promise to pay C. D., or bearer, One Hundred Dollars, with interest, and without defalcation or stay of execution. And I do hereby confess judgment for the above sum, with interest and costs of suit, release of all errors, and waiver of rights to inquiry and appeal, and to the benefit of all laws exempting real or personal property from levy and sale.

A. B. [L. s.]

JUDGMENT NOTE WITH FULLER WAIVER

PHILADELPHIA, PA., October 1, 1902.

\$1,000.

Six months after date, for value received, we promise to pay to the order of E. F. the sum of One Thousand Dollars, with interest.

A. B. [L. s.]

C. D. [L. s.]

Know all men by these presents, that whereas A. B. and C. D., the subscribers, are now justly indebted to E. F. upon a certain promissory note, bearing even date herewith, for the sum of One Thousand Dollars, made payable to the order of the said E. F. and due six months after date, and may from time to time hereafter become further or otherwise justly indebted to the said E. F. upon bonds, promissory notes, due bills, and other written evidences of debt, made, or to be made, indorsed or accepted by E. F., and held or owned by the said E. F., or the assignee or assignees hereof; now, therefore, in consideration of the premises, and of the sum of one dollar to us paid by the said E. F., the receipt whereof is hereby acknowledged, we do hereby make, constitute, and appoint, or any attorney of any court of record, to be our true and lawful attorney, irrevocable, for us and in our name, place, and stead, to appear in and before any court of record, either in term time or in vacation, in any of the states or territories of the United States, at any time after the maturity of said note, or of any such bond, promissory note, due bill, or other written evidence of debt, so already made or to be made, indorsed, or accepted by E. F. as aforesaid, respectively, to waive service of process, and confess judgment in favor of the

said E. F., his executors, administrators, assignee, or assignees, or the legal holder or holders of the said note or of any one or more of such bonds, promissory notes, due bills, or other written evidences of debt, as aforesaid, for so much money as shall by the same appear to be due or owing thereon, with interest thereon according to the tenor and effect thereof respectively, together with costs; also, for dollars attorney's fees, to be added to the amount due or owing on entering up judgment; also, to file a *cognovit* for the amount that may be so due or owing, including the attorney's fees as aforesaid, with an agreement therein that no writ of error or appeal shall be prosecuted upon the judgment entered up by virtue thereof, nor any bill in equity filed to restrain or in any manner interfere with the operation of said judgment or any execution issued or to be issued thereon, and to release all errors that may intervene in the entering up of any such judgment or issuing any execution thereon, and to consent, stipulate, and agree, that any execution issued or to be issued upon such judgment, may be immediately levied upon, and satisfied out of any personal property which we may have or own, and to waive and relinquish all our right to have our personal property last taken and levied upon to satisfy such execution, and also to consent that execution may issue upon any such judgment immediately; hereby ratifying and confirming all that our said attorney may do by virtue hereof. And, in consideration of the premises, we do hereby stipulate, covenant, and agree with the said E. F., his executors, administrators, and with the assignee, assignees, or the legal holder or holders of said note, or of any one or more of such bonds, promissory notes, due bills, or other written evidences of debts as aforesaid, that any execution so issued or to be issued as aforesaid, may first be levied upon and satisfied out of any personal property which we may have or own, hereby expressly waiving all right to have our personal property last taken and levied upon to satisfy such execution.

Witness our hands and seals this . . . day, A. D.
 19 A. B. [L. s.]
 In presence of } C. D. [L. s.]
 }
 }

NOTE TO ACCOMPANY MORTGAGE, WITH CONFESSION OF JUDGMENT

CHICAGO, ILLINOIS, October 1, 1902.

\$2,000.

Three years after date, for value received, I promise to pay to or order, the principal sum of Two Thousand Dollars, with interest thereon at the rate of . . . per cent. per annum, payable semiannually, on the days of and, in each and every year until said principal sum is fully paid, both principal and interest payable at The several instalments of interest aforesaid for said period of three years are further evidenced by six interest notes of even date herewith. And I agree that if default be made on the payment of any one of the interest instalments at the time and place the same become due as above, and if said default shall continue for twenty days thereafter, then if the legal holder or holders of the principal note shall so elect, at any time after said twenty days, the principal sum of Two Thousand Dollars shall at once, and without notice of such election made, become due and payable.

[The following confession of judgment is usually added to the foregoing note:]

Know all men by these presents, that whereas I, the subscriber, am justly indebted upon a certain promissory note of even date herewith, due in three years after date to or order, for the sum of Two Thousand Dollars, with interest at the rate of . . . per cent. per annum, payable semiannually on the days of and, in each and every year until said principal sum is paid, and interest evidenced by six interest coupon notes of even date, both principal and interest payable at ; and whereas, the said principal note contains an agreement that if default be made in payment of any one of the interest instalments at the time and place the same becomes due, and if the said default shall continue for twenty days thereafter, then, if the legal holder or holders of said principal note shall so elect at any time after said twenty days, the principal sum of Two Thousand Dollars shall at once, and without notice of election made, become due and payable; now, therefore, in consideration of the premises, I do hereby make, constitute, and appoint , or any attorney

of any court of record, to be my true and lawful attorney irrevocably for me in my name, place, and stead to appear in any court of record in term time or vacation, in any of the states or territories of the United States, at any time after said note, according to its tenor therein set forth, or the interest thereon, becomes payable, to waive service of process, accept a declaration and confess judgment in favor of the said or his assigns upon said note for the sum of Two Thousand Dollars and interest unpaid, at the rate therein mentioned, up to the day of said judgment, together with costs and dollars attorney's fees; and also to file a *cognovit* for the said amount and interest, with an agreement therein that no writ of error or appeal shall be prosecuted upon the judgment entered by the virtue hereof, or any bill of equity filed to interfere with the operation of said judgment, and to release all errors that intervene in the entering up of said judgment or issuing execution thereon, and to consent to immediate execution upon said judgment; hereby ratifying and confirming all that my said attorney may do by virtue hereof.

Witness my hand and seal this . . . day of
 A. D., 19 [L. S.]
 In presence of }
 }
 }

[Signature]

FORMS OF INDORSEMENTS

WAIVER OF PROTEST WITH CONSENT TO DELAY PAYMENT

Presentment, demand, protest, and notice are hereby waived, and consent is given that time of payment of this instrument may be delayed or extended without prejudice to my liability as indorser.

INDORSEMENT WITHOUT RECOURSE

Without recourse to me, and without impliedly or expressly warranting any of the matters contained in or which go to the making up of this instrument.

BLANK INDORSEMENT

"John Jones."

SPECIAL INDORSEMENT

"Pay to the order of A. B. John Jones."

RESTRICTIVE INDORSEMENTS

"Pay only to A. B. John Jones."

"Pay to A. B. or order for collection for my account.
John Jones."

"Pay to A. B. in trust for C. John Jones."

**PROTEST OF A PROMISSORY NOTE FOR
NON-PAYMENT**

[Insert copy of note, with name of indorser.]

State of }
County of } ss.

Be it known, that on the day of the date hereof, at the request of, the holder of the original promissory note of which a true copy is above written, I,, notary public for the county of, in the state of; residing in the city of, in said state, during the usual hours of business for such purposes, presented the same at the place of business [or, residence, or, other place naming it] of, the maker, to the said [or, to, a clerk in charge of said place of business, or, as the case may be], and demanded payment thereof, to which he answered [insert reply, or, the substance thereof], or words to that effect.

Whereupon I, the said notary, at the request aforesaid, have protested and do hereby solemnly protest against the maker of said note, the indorser, and all others concerned therein, for exchange and reexchange, and all costs, charges, damages, and interest, accrued or to accrue, by reason or in consequence of the non-payment of said note; of all which I notified, the indorser thereof, on the day of the date hereof, by depositing a notice thereof in the post-office in the city of in said state, addressed to said, at the town of in said state [or, at, the post-office nearest to his place of residence and at which he usually receives his mail].

Thus done and protested at the city of, in the
county of, and state of, this . . . day of
., A. D. 19

In testimony whereof, I have hereunto set my hand and
affixed my notarial seal the day and year above written.

[SEAL], Notary Public.

NOTICE, TO INDORSER OF A NOTE, OF PROTEST FOR NON-PAYMENT

NEW YORK, 19

A. B., Philadelphia, Pa.

Sir: A note dated, A. D. 19, drawn by
. in favor of for the sum
of . . . dollars, indorsed by you and [name indorsers], and
payable after date, has, at the request of
., the holder thereof, been by me this day presented
to, the maker, and payment demanded,
and, payment being refused, I have protested the same for
non-payment, and, at the request of said,
I hereby notify you that he looks to you for payment,
interest, damages, and costs.

Your obedient servant,

., Notary Public.

PROTEST OF A BILL OF EXCHANGE FOR NON-ACCEPTANCE

[Insert copy of bill, with name of indorser.]

State of }
County of } ss.

Be it known, that on the day of the date hereof, at the
request of, the holder of the original bill
of exchange of which a true copy is above written, I,
., notary public for the state and county aforesaid,
residing in the city of, during the usual hours of
business for such purposes, presented the same at the place
of business [or, residence, or, other place, as the case may
be] of, the drawee thereof, to the said
. [or, to, a clerk in
charge of said place of business, as the case may be], and

requested acceptance thereof, which was refused, the said . . . replying that he had no funds of the drawer of said bill [or, as the case may be], or words to that effect.

Whereupon I, the said notary, at the request aforesaid, have protested, and do hereby solemnly protest, against the drawer of said bill, the indorser, and all others concerned therein, for exchange and all costs, charges, damages, and interest accrued or to accrue by reason, or in consequence, of the non-payment of said note; all of which I notified . . . , the indorser thereof, by depositing, on the day of the date hereof, a notice thereof in the post-office in the city of . . . , of said county, directed to the said indorser at the town of . . . , in said state [or, at . . . , the post-office nearest to his place of residence, and at which he usually receives his mail]; and also notified . . . , the drawer thereof, by delivering notice thereof, on the day of the date hereof, to him at his usual place of business in the city of . . .

Thus done and protested, at the city of . . . , in the county of . . . , and state of . . . , this . . . day of . . . , A. D. 19 . . .

In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

[SEAL] . . . , Notary Public.

PROTEST OF A BILL OF EXCHANGE FOR NON-PAYMENT

[Here insert copy of bill, with name of indorser.]

State of . . . }
County of . . . } ss.

Be it known, that on the day of the date hereof, at the request of . . . , the holder of the original bill of exchange of which a true copy is above written, I, . . . , notary public for the state and county aforesaid, residing in the city of . . . , during the usual hours of business for such purposes, presented the same at the place of business [or, residence, or, if elsewhere, state where] of . . . , the acceptor thereof [or, drawee thereof, if it has not been accepted] to the said . . . and demanded payment thereof, which was refused, the said . . . replying [state reply], or words to that effect.

Whereupon I, the said notary, at the request aforesaid, have protested and do hereby solemnly protest against the maker of said note, the indorser, and all others concerned therein, for exchange and reexchange, and all costs, charges, damages, and interest, accrued or to accrue, by reason or in consequence of the non-payment of said note; of all which I notified, the indorser thereof, on the day of the date hereof, by depositing a notice thereof in the post-office in the city of, in said state, addressed to said, at the town of, in said state [or, at, the post-office nearest to his place of residence and at which he usually receives his mail].

Thus done and protested at the city of, in the county of, and state of, this . . . day of, A. D. 19

In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

[SEAL]

., Notary Public.

NOTICE OF PROTEST TO THE DRAWER OF A BILL

NEW YORK,, 19

A. B., Philadelphia, Pa.

Sir: A bill of exchange dated, A. D. 19, drawn by you in favor of, for the sum of . . . dollars, on, payable after date at, has, at the request of, the holder thereof, been by me this day presented for acceptance [or, payment] to, the drawee, at, and acceptance [or, payment] being refused, I have protested said bill for non-acceptance [or, non-payment], and, at the request of said hereby notify you that he looks to you for payment, and for all exchange, reexchange, damages, interest, and costs.

Your obedient servant,

., Notary Public.

NOTICE OF PROTEST TO AN INDORSER OF A BILL

NEW YORK,, 19

A. B., Philadelphia, Pa.

Sir: A bill of exchange dated, A. D. 19, drawn by in favor of, on, for the sum of . . . dollars, indorsed by you and [insert other indorsers' names], and payable

after date at, has, at the request of
, the holder thereof, been by me this day presented
 for acceptance [or, payment] to, the
 drawee, at, and acceptance [or, payment] being
 refused, I have protested said bill for non-acceptance [or,
 non-payment], and, at the request of said
 hereby notify you that he looks to you for payment, and for
 all exchange, reexchange, damages, interest, and costs.

Your obedient servant,
, Notary Public.

PROTEST FOR BETTER SECURITY

[Insert copy of bill, with name of indorser.]

State of }
 County of } ss.

Be it known, that on the day of the date hereof, at the
 request of, the holder of the original bill
 of exchange, of which a true copy is above written, I,
, notary public within and for the county and
 state aforesaid, and residing in the city of, did
 exhibit said bill at the counting house of,
 the person upon whom the said bill is drawn, and whose
 acceptance appears thereon, and did present the same to
, a clerk in charge there, and demanded
 security for the payment thereof when the same shall become
 due, in consequence of said having become
 bankrupt [or, insolvent, or, suspended payment], and I
 received for answer that security for the same could not be
 given by the said, who has been declared
 bankrupt [or, suspended payment, as the case may be].
 Wherefore I, the said notary, at the request aforesaid, have
 protested, and by these presents do hereby solemnly protest,
 against the drawer of said bill, the acceptor, and indorsers, and
 all parties thereto, and all others concerned for all exchange,
 reexchange, damages, interest, and costs accrued and to
 accrue for want of better security for the payment of said
 bill when due, all of which I notified,
 the indorser thereof, by depositing, on the day of the date
 hereof, a notice thereof in the post-office in the city of . . .
, of said county, directed to the said indorser at the
 town of, in said state [or, at, the post-
 office nearest to his place of residence, and at which he
 usually receives his mail]; and also notified,

the drawer thereof, by delivering notice thereof, on the day of the date hereof, to him at his usual place of business in the city of

Thus done and protested at the city of, in the county of, and state of, this . . . day of, A. D. 19

In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year first above written.
[SEAL], Notary Public.

NOTICE TO DRAWER OF PROTEST FOR BETTER SECURITY

NEW YORK,, 19

A. B., Philadelphia, Pa.

Sir: A bill of exchange dated, A. D. 19, drawn by you in favor of, for the sum of dollars, on, payable after date at, has, at the request of, the holder thereof, been this day presented by me at the counting house of, the drawee, whose acceptance appears thereon, to a clerk in charge there [or, as the case may be], and better security demanded for the payment thereof when the same shall become due, in consequence of said having become bankrupt [or, insolvent, or, suspended payment, or, having absconded, as the case may be], and better security being refused, I have protested said bill for want of better security for its payment, and, at the request of said, I hereby notify you that he looks to you for payment, exchange, reexchange, damages, interest, and costs.

., Notary Public.

NOTICE TO INDORSER OF PROTEST FOR BETTER SECURITY

NEW YORK,, 19

A. B., Philadelphia, Pa.

Sir: A bill of exchange dated, A. D. 19, drawn by in favor of, on, for the sum of dollars, indorsed by you and [name other indorsers, if any], and payable after date at, has, at the request of, the holder thereof, been this day presented by me at the

counting house of, the drawee, whose acceptance appears thereon, to a clerk in charge there [or, as the case may be], and better security demanded for the payment thereof when the same shall become due, in consequence of said having become bankrupt [or, insolvent, or, suspended payment, or, having absconded, as the case may be], and better security being refused, I have protested said bill for want of better security for its payment, and, at the request of said, I hereby notify you that he looks to you for payment, exchange, reexchange, damages, interest, and costs.

., Notary Public.

LETTERS OF CREDIT

GENERAL LETTER OF CREDIT

BOSTON, MASS., October 1, 1902.

Sir: We hereby promise and agree to accept, and pay when due, any draft or drafts on us at days' sight, issued by A. B. & Co., of the city of, in the state of, to the amount of \$

Yours very truly,

To E. F., Esq., Philadelphia, Pa.

C. D. & Co.

SPECIAL LETTER OF CREDIT

BOSTON, MASS., October 1, 1902.

MESSRS. A. B. & Co.,

New York City.

Gentlemen: I will be responsible for goods to be sold [or, money to be advanced] by you to Mr. C. D., of this city, to an amount not exceeding in the aggregate dollars at any one time.

Yours very truly,

E. F.

CERTIFICATE OF DEPOSIT

Second National Bank, of Baltimore, Md.

BALTIMORE, MD., October 1, 1902.

A. B. has deposited in this bank One Thousand Dollars, payable to the order of himself [or, to the order of] on return of this certificate.

No. 17,380.

C. D., Cashier.

WAREHOUSE RECEIPT

Storehouse,, 19 .

Received from
the merchandise described below, to be held by
on monthly storage from and to be delivered on
the order of only on return of this cer-
tificate and payment of the charges.

Marks, Etc.	Description of Merchandise
.
.
.
Charges:
Storage per month
Labor

[Signature]

CONTRACTS AND AGREEMENTS

GENERAL FORM OF A CONTRACT

This agreement, made and concluded this . . . day of . . . , A. D. 19 . . . , between A. B., of . . . , of the first part, and C. D., of . . . , of the second part, witnesseth, that the said party of the first part [insert the agreements of the party of the first part].

And that the said party of the second part [insert the agreements on the part of the party of the second part].

In witness whereof, the said parties to these presents have hereunto set their hands and seals the day and year above written.

Executed in presence	A. B. [L. S.]
of	C. D. [L. S.]
.	
.	

CONTRACT FOR MANUFACTURING

This agreement, made and concluded the . . . day of . . . , A. D. 19 . . . , between A. B., of . . . , of the one part, and C. D., of . . . , of the other part, witnesseth, that the said A. B. shall, at his own expense, manufacture [state what] in a good, workmanlike, and marketable manner [if pattern is furnished say, and of the same quality, material, and workmanship, and in all other respects according to the description, or design, hereunto annexed, or the model furnished]. That the said A. B. shall deliver the same to the said C. D. on or before the . . . day of . . . , A. D. 19 . . .

That the said C. D. shall in consideration thereof pay the said A. B. in manner following, viz.: That the said C. D. shall be the sole and sufficient judge as to whether the goods [or, articles, or, as the case may be] manufactured are in accordance with the description [or, design, or, pattern, or, model] furnished the said A. B., and he shall be at liberty to decline receiving any of the goods [or, articles] in

his opinion not so manufactured, and the said A. B. hereby agrees to replace the same with others manufactured in accordance with the description [or, as the case may be] and to the satisfaction of the said A. B. within months after the same shall have been declined.

In witness whereof, etc.

CONTRACT BETWEEN MERCHANT AND BOOKKEEPER

This agreement, made, etc. [same introduction as first form] witnesseth:

That the said C. D. hereby covenants and agrees that he will, for the term of five years from the date hereof, for the considerations hereinafter named, serve the said A. B. in the capacity or position of bookkeeper in his factory [or, store, etc., as the case may be], in the said of; and shall and will during the term aforesaid faithfully and truly fulfil all the duties pertaining to that position; that he will obey and perform the reasonable orders and directions of the said A. B., that he will keep secret the business of the said A. B., and will not disclose any matter or thing connected with or relating to his employment or the general business of the said A. B. which might or could prejudice said A. B., nor of his correspondence with any person whomsoever; that he will from time to time and whenever thereunto directed prepare and deliver unto the said A. B. a true, perfect, and correct statement and exhibit of the books and affairs under his charge, showing in detail and at full a statement of all moneys received and paid out, and all goods and commodities which were at any time received or delivered on account of the said A. B., which statement and exhibit shall be so prepared that a verification thereof by the original books of the said A. B. may be made without trouble.

And the said A. B. hereby agrees to pay unto the said C. D. the sum of dollars per month, during the term aforesaid, or during such terms as the said C. D. shall faithfully serve the said A. B.

In witness whereof, etc.

EMPLOYMENT CONTRACT

Memorandum of agreement, made this . . . day of . . . , A. D. 19 . . . , by and between A. B., of . . . , party of the first part, and C. D., of . . . , party of the second part, witnesseth, in consideration of the mutual agreements, hereinafter set forth, and for other good and valuable considerations, the said parties agree to and with each other as follows, viz.:

The party of the first part agrees to hire and employ, and hereby does hire and employ, the party of the second part as a . . . , to perform such . . . duties as the party of the first part may from time to time prescribe and direct, for the specified and definite time of . . . years from the date hereof, at the yearly salary of . . . dollars payable in equal monthly payments of . . . dollars each, on the last day of each calendar month of said employment.

The party of the second part agrees to accept and undertake, and hereby does accept and undertake, the said hiring and employment, at the yearly salary, and upon the time, terms, and conditions above specified, and agrees to give his best efforts and energy to the performance of such . . . duties as the party of the first part may from time to time prescribe and direct, and to faithfully serve the party of the first part to the best of his ability at all times and in all respects within the scope of his said employment.

In witness whereof, etc.

INDENTURE OF APPRENTICESHIP

This indenture, made the . . . day of . . . , A. D. 19 . . . , by and between A. B., of . . . , and C. D., his son, of the age of . . . years, of the one part, and E. F., of . . . , of the other part, witnesseth, that the said C. D., by and with the consent of the said A. B., testified by his signing and sealing these presents, hath bound out himself as an apprentice to E. F. to be taught in the said trade, science, or occupation of a . . . which the said E. F. now uses, and to live with, continue, and serve him as an apprentice from the day of the date hereof [or, from the . . . day of . . . next coming] unto the full end and term of . . . years from thence next ensuing and fully to be complete and ended. During all which said term of . . . years, the said C. D. doth covenant and promise

to and with the said E. F. that he, the said C. D., shall and will well and faithfully serve and demean himself, and be just and true to him the said E. F. as his master, and keep his secrets, and everywhere willingly obey all his lawful commands; that he shall do no hurt or damage to his said master in his goods, estate, or otherwise, nor willingly suffer any to be done by others, and whether prevented or not, shall forthwith give notice thereof to his said master; that he shall not embezzle or waste the goods of his said master, nor lend them without his said master's consent to any person or persons whatsoever; that he shall not traffic, nor buy and sell, with his own goods, whereby his said master may sustain any loss or danger, without his said master's consent; that he shall not haunt or frequent play houses, taverns, or ale houses, except it be about his master's business there to be done; and he shall not at any time, by day or night, depart or absent himself from the service of his said master without his leave; but in all things, as a good and faithful apprentice, shall and will demean and behave himself to his said master, and all his, during the said term. And for and in consideration of the sum of to him in hand paid by the said A. B. and C. D., the receipt whereof is hereby acknowledged, the said E. F. doth covenant, promise, and agree to teach and instruct his said apprentice, or otherwise cause him to be well and sufficiently taught and instructed, in the said trade of a after the best way and manner that he can; and shall and will also find and allow unto his said apprentice meat, drink, washing, lodging, and apparel, both linen and woolen, and all other necessaries in sickness and in health, meet and convenient for such apprentice, during the term aforesaid; and at the expiration of the said term, shall and will give to his said apprentice, over and above his then clothing, one new suit of apparel, viz., coat, waistcoat, and breeches, hat, shoes, stockings, and linen, fit and suitable for such an apprentice. [If wages are to be paid for services of the apprentice, insert terms of payment here.]

In witness whereof, the said parties have interchangeably set their hands and seals hereunto. Dated the . . . day of, A. D. 19

Witnesses:

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A. B. [L. S.]

C. D. [L. S.]

E. F. [L. S.]

AGREEMENT TO SELL REAL ESTATE

This agreement, made the . . . day of . . . , A. D. 19 . . . , between A. B., of . . . , party of the first part, and C. D., of . . . , party of the second part, witnesseth, that the said party of the first part, for the consideration hereinafter mentioned, doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree with the said party of the second part, his heirs and assigns, that he, the said party of the first part, shall and will, on or before the . . . day of . . . , A. D. 19 . . . , at the proper cost and charges of the said C. D., his heirs and assigns, by a good and sufficient deed of conveyance, grant, convey, and assure, unto the said party of the second part, his heirs and assigns, all that certain lot or parcel of land [description of the premises conveyed], together with all and singular the buildings and other improvements and appurtenances thereunto belonging. And the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants, promises, and agrees with the said party of the first part, his heirs and assigns, that he, the said party of the second part shall and will well and truly pay unto the said party of the first part, his heirs and assigns, the sum of . . . dollars.

In witness whereof, the said parties to these presents have hereunto set their hands and seals this . . . day of . . . , A. D. 19 . . .

Sealed and delivered	A. B. [L. s.]
in presence of us:	C. D. [L. s.]
.	
.	

COVENANTS AND PROVISOS WHICH MAY BE INSERTED
IN AGREEMENTS TO SELL REALTY

Covenant that the vendor, before the purchase is completed, shall not commit waste, or grant any new leases.

And also that the said . . . [the seller] shall not nor will, in the meantime, cut down any timber or trees, or commit any waste or spoil whatsoever, in or upon the premises, or any part thereof, nor shall or will grant any new leases of the premises, or any part thereof, without the privity or consent of the said . . . [the buyer], or his heirs or assigns.

Covenant for the payment of the purchase-money.

And the said [the buyer] doth hereby covenant and agree to and with the said [the seller], his heirs, executors, and administrators, that upon sealing and executing such conveyances and assurance of the said unto him and them as aforesaid, according to the true intent of these presents, he the said, his heirs, executors, or administrators, shall pay or cause to be paid unto said the said sum of dollars in full for the purchase of the said premises. [Or, there may be an agreement to retain part of the purchase-money to pay off an encumbrance, as follows:] And it is agreed between the said parties that the said shall or may retain out of the said purchase-money the sum of dollars for the purpose of paying off the sum of dollars secured by a mortgage on the said premises, given by the said to bearing date when the said sum shall become due by virtue of the said mortgage.

Covenant for approval by counsel.

And it is agreed, that if the counsel of the said shall not approve of the title of the said to the said premises, this agreement shall be void.

Covenant for approval by counsel, and approval by buyer on view.

Provided always, and it is hereby mutually covenanted and agreed, by and between the parties to these presents, for themselves and their respective heirs, in manner as follows, viz.: That in case the counsel of the said [the buyer] shall not approve of the title of him, the said [the seller], to the said or in case [the buyer] on his view thereof, shall and do, within one month next after the date hereof, give notice, in writing, to the said, [or, to, of], that he will not purchase the said, then and in either case, these presents shall be absolutely void; and that then he the said [the seller], his heirs, executors, or administrators, shall and will, within six months now next ensuing, well and truly repay, or cause to be repaid unto the said [the buyer], his heirs, executors, administrators, or assigns, the said sum of dollars so by him now paid as aforesaid, together

with legal interest for the same, from henceforth to be computed until payment thereof.

A provision in articles of purchase, in case of delay or default of either party.

Provided that if by reason of any delay, neglect, or default, by or on the part of the said [the purchaser], or his heirs, or his or their counsel or agents, the said conveyances of the said estates and premises shall not be ready and tendered to the said [the vendor], or his heirs, to be executed, on or before the said . . . day of, then and in such case, the said shall and will pay and allow to the said interest for the said sum of dollars at the rate of to be computed from the . . . day of until the said [the principal sum] shall be paid as aforesaid; but if, by reason of any delay, neglect, or default, by or on the part of the said or any claiming under him, such conveyances as aforesaid shall not be executed on or before the said . . . day of, then and in such case, no such interest as aforesaid shall be paid or allowed during the time of such delay of the said

An agreement that if a good title cannot be made, the premises shall stand as security for the money paid down.

It is hereby further agreed and declared by and between all the said parties to these presents, and particularly the said [the vendors] do hereby agree and declare, that in case they cannot make out a good title to, and execute and perfect such conveyances and assurances of the premises as aforesaid on or before the . . . day of now next ensuing, then the said and every part thereof, shall remain and be a security to the said [the purchaser] for securing to him, his heirs and assigns, the repayment of the said sum of now by him paid as aforesaid, at or upon the said . . . day of now next ensuing, together with interest for the same at the rate of from henceforth in the meantime and until payment thereof, which interest in such case they the said [the vendors] do hereby for themselves, severally and respectively, and for their several and respective heirs, promise and agree to pay accordingly, and then, also, in such case all such rents as he the said [the purchaser] shall have received, by or out of the premises as aforesaid, shall be deemed and allowed by him in

part of payment of the same [the principal purchase-money] and interest.

An agreement that if the other parties do not perform their covenants, the purchaser shall not be obliged to perform his.

And it is mutually agreed and declared to be the true intent and meaning of these presents, that if it shall happen that any of them, the said, shall neglect to perform his or their parts of the covenants and agreements herein contained, that then, and in any such case, the said, his heirs, executors, and administrators, or any of them, shall not be hereby obliged to perform his and their covenants herein contained, or any of them, but shall, if he shall think fit, be absolutely discharged from the same.

Covenant as to insurance.

That said A. B. shall, in the meantime, keep said buildings fully insured in good and responsible insurance companies, and upon the execution of said conveyance, shall assign all policies of insurance to said C. D.; and A. B. failing so to insure, said C. D. may effect such insurance, deducting all costs and charges therefor from said last-named payment.

Agreement in case of destruction of buildings by fire.

That in case any of the buildings upon said premises, or any part thereof, shall be damaged or destroyed by fire, the same shall be repaired or rebuilt as soon thereafter as possible by said A. B., and that in the meantime said A. B. shall pay to the said C. D. the sum of dollars for every month during which said C. D. shall be deprived of the use thereof, and the damage occasioned in such repairs or rebuilding.

CONTRACT FOR SALE OF STOCK OF MERCHANDISE

This agreement, made and concluded the . . . day of, A. D. 19, between A. B., of, of the one part, and C. D., of, of the other part, witnesseth, that the said A. B., in consideration of the covenants hereinafter contained, agrees to purchase of the said C. D., and the said C. D. agrees to sell to the said A. B., all his stock of goods, wares, and merchandise, furniture, and fixtures, now contained in the store at, to be appraised and inventoried by two disinterested persons chosen, one by each of the said parties

hereto, whose work shall be completed on or before the . . . day of . . . , next, [together with the good-will of the business heretofore carried on there by the said C. D.]; and the said C. D. agrees that immediately upon the completion of the appraisalment and inventory as aforesaid, he will execute and deliver an absolute bill of sale of the said property, and give possession of the same unto the said A. B. And the said A. B. hereby agrees that, immediately upon the delivery of the bill of sale aforesaid of the property conveyed thereby, he will pay unto the said C. D. the sum or amount as fixed by said appraisalment, in cash [or, as the case may be].

In witness whereof, etc.

[When the good-will of the business is sold, the following clause may be inserted in the foregoing contract if so desired.]

That the said C. D. shall not, at any time hereafter [or, within . . . years hereafter], within . . . miles from said place of business now occupied by him [or, within the city of . . .], engage directly or indirectly, either as agent, principal, servant, or otherwise, in carrying on, conducting, or being interested in said business of

CONTRACT FOR HIRE OF CHATTEL, WITH RIGHT OF PURCHASE

This agreement witnesseth, that A. B., of . . . , has, this . . . day of . . . , A. D. 19 . . . , hired to use, of C. D., of . . . , [name of article] on the following terms and conditions: The said A. B. agrees to pay into the hands of C. D., . . . dollars, as security money for the good care and safe keeping of said [article] while in his possession, said amount of security money payable [state how payable]; he agrees to pay for the use of said [article] . . . dollars, every month ensuing from date, on the . . . day of each successive month, for . . . months, and . . . dollars, on the . . . day of . . . , A. D. 19 . . . ; he also agrees to make the said payments at the office of C. D., when due, without notice.

It is distinctly understood and agreed, that should the said A. B. fail to make any one of said payments at the time specified aforesaid, he thereby forfeits the said security money paid by him; and that said C. D. may enter upon his premises, or the premises of any other person or persons,

where the same may be found, and repossess himself of said [article], without previous notice or demand. The said A. B. also agrees not to remove said [article] out of his present residence [or, as the case may be], nor sublet the same, without the written consent of the said C. D., upon pain of forfeiture of said security money. And the said A. B. also further agrees, at his own expense, to keep said [article] insured, in the name and for the use and benefit of the said C. D., against loss or damage by fire or water. It is also further agreed, that in case default be made in the payment of any one or more of said several instalments of rent when due, the said instalments shall bear interest from the date they severally become due and payable as aforesaid; and in case suit therefor is brought, and judgment obtained against him, the said A. B., he hereby waives the benefit of all laws now in force, or hereafter to be passed, exempting property from levy and sale upon execution.

Should the said A. B. desire, at any time during the period of renting the same, to purchase said [article], the said C. D. agrees to then sell the same to the said A. B., upon paying him, the said C. D., the sum of dollars, which shall include said security money, and money paid as rent up to that date.

In witness whereof, etc.

AGREEMENT BETWEEN AUTHOR AND PUBLISHERS

Articles of agreement, made this . . . day of, A. D. 19 . . . , by and between of,, author, of the first part, and, booksellers and publishers, of the second part, witnesseth, that the said [name of author], in consideration of the agreements of the said [name of publishers], hereinafter contained, hereby agrees with them and their representatives and assigns that he will deliver to them on or before the . . . day of, A. D. 19 . . . , the manuscript of a book now in course of preparation by him, to be entitled, said manuscript to be properly prepared for the press, and to be sufficient in amount for volume of not less than pages, similar to those of; that he will secure in his own name a good and valid copyright thereof for [the United States], and any renewals or extensions of such copyright to which he may hereafter be entitled, and will defend the same from

all infringements and adverse claims, and will save the said and their representatives and assigns, harmless and indemnified from all such infringements and claims, and from all damage, costs, and expenses arising to them by reason thereof; and that he will license and allow the said and their representatives and assigns, but no other party or parties, to print, publish, and sell the aforesaid book, and any revisions of the same, during the continuance of any copyrights or renewals thereof which he may obtain therefor; provided, however, that the said and their representatives and assigns shall in substantial good faith keep and perform their agreements hereinafter contained; and that during the continuance of the exclusive rights hereby granted, he will revise said book as occasion may require, and will with all reasonable diligence and speed superintend in the usual manner of authors the printing of all editions thereof; and will not prepare, edit, or cause to be published, in his name or otherwise, anything which may injure or interfere with the sale of the aforesaid book.

And the said [name of publishers], in consideration of the foregoing agreements of the said author of the aforesaid book, hereby agree on their part that they will, upon delivery to them of the manuscript thereof as aforesaid, proceed at once to print and publish an edition of said book, of at least copies, of which they will deliver to the said author for his own use without charge; that they will subsequently, from time to time, during the continuance of their enjoyment of the exclusive rights herein granted them, print and publish such other editions of said book as the demand for the same may require, copies of each of which they will deliver to said author for his own use without charge; that they will use their best exertions to secure the speedy sale of all such editions published by them as aforesaid; and that, upon the publication of each and every edition of said book, they will pay unto the said author, or his representatives or assigns, a sum equal to upon each and every copy of which said edition shall consist (excepting, however, said copies to be given to said author as aforesaid, and such other copies as may be used for presentation to editors and others for purpose of obtaining reviews and notices, or otherwise to promote the sale of said books), which said sums shall be paid as follows: [state the manner and times of payment, as by cash or notes]; but from any sum so to be paid as aforesaid shall first be deducted the cost of any alterations or corrections, exceeding ten per

cent. of the cost of first setting up the type, made by the said author in said book after the portion altered or corrected is in type.

In witness whereof, the said parties have hereto, and to another instrument of like tenor, set their hands the day and year first above written.

.....
[Signature of author]

.....
[Signature of publishers]

AGREEMENT FOR BUILDING

Articles of agreement, made this . . . day of . . . , A. D. 19 . . . , between A. B., of . . . , and C. D., of . . . , witnesseth, that the said A. B., for the consideration hereinafter mentioned, bargains and agrees with the said C. D., that he the said A. B. shall and will within . . . next following this date, in a good and workmanlike manner, and according to his best skill, well and substantially erect and finish . . . , said . . . to be of the following dimensions, with bricks, stone, lumber, and other materials as described in the plans and specifications hereinafter mentioned.

[Here insert in full the detailed specifications for the construction of the building].

In consideration of which, the said C. D. does hereby agree to pay to the said A. B. the sum of . . . dollars, lawful money of the United States of America, and in the way and manner following:

First payment of \$

Second payment of \$

Third payment of \$

Fourth payment of \$

It is also hereby agreed, that the said A. B. shall furnish all bricks, stone, lime, lumber, doors, blinds, glazed sash, window frames, hardware, paint, and all other materials required for the complete building and finishing of said . . . according to the above specifications.

In witness whereof, we, the said parties to these presents, have hereunto set our hands and seals, the day and year first above written.

Witnesses:

..... }
..... }

A. B. [L. S.]
C. D. [L. S.]

ARTICLES OF SEPARATION BETWEEN HUSBAND
AND WIFE

This indenture, of three parts, made the . . . day of . . . , A. D. 19 . . . , between A. B., of the city of . . . , county of . . . , and state of . . . , of the first part, and C. B., his wife, of the second part, and E. F., trustee of the said C. B., of the third part: Whereas, divers disputes and unhappy differences have arisen between the said party of the first part and his said wife, for which reason they have consented and agreed to live separate and apart from each other during their natural lives: Therefore this indenture witnesses, that the said party of the first part, in consideration of the premises, and in pursuance thereof, doth hereby covenant, promise, and agree to and with the said trustee, and also to and with his said wife, that it shall and may be lawful for her, at all times hereafter, to live separate and apart from him; and that he shall and will allow and permit her to reside and be in such place and places, and in such family and families, and with such relations, friends, and other persons, and to follow and carry on such trade or business, as she may from time to time choose or think fit to do; and he shall and will not at any time compel her to live with him, or molest, disturb, or trouble any other person whomsoever for receiving, entertaining, or harboring her; and that he will not, without her consent, visit her, or knowingly enter any house or place where she shall dwell, reside, or be; nor shall nor will, at any time hereafter, claim or demand any of her money, jewels, plate, clothing, household goods, furniture, or stock in trade, which shall be devised or given to her, or that she may otherwise acquire; and that she shall and may enjoy and absolutely dispose of the same, as if she were a *feme sole* and not married; and further, that said party of the first part shall and will well and truly pay or cause to be paid unto her, his said wife, for and toward her better support and maintenance, the yearly sum of . . . dollars, free and clear of all charges and deductions whatever, for and during her natural life, upon the first days of . . . and . . . in each and every year during her natural life, And the said trustee, in consideration of the sum of one dollar to him duly paid, doth covenant and agree to and with the said party of the first part to indemnify and bear him harmless of and from all debts of his said wife, contracted, or that may hereafter be contracted by her on her account; and if the said party of the first part shall be compelled to

pay any such debt or debts, the said trustee hereby agrees to repay the same on demand to the said party of the first part, with all damages and loss that he may sustain thereby.

In testimony whereof, the said parties have hereunto set their hands and seals the day and year aforesaid.

Signed, sealed, and de-}	A. B. [L. s.]
livered in presence of }	C. B. [L. s.]
..... }	E. F. [L. s.]
..... }	

AGREEMENT TO BE SIGNED BY AUCTIONEER, AFTER SALE BY AUCTION

I hereby acknowledge, that C. D. has been this day declared the highest bidder and purchaser of [describe the property sold], at the sum of; and that he has paid into my hands the sum of as a deposit, and in part payment of the purchase-money; and I hereby agree that the vendor shall in all respects fulfil the conditions of sale.

Witness my hand and seal this . . . day of, A. D.
19 A. B. [L. s.]
Auctioneer.

[It would be well to have the conditions of sale annexed, and refer to them by saying "hereunto annexed."]

AGREEMENT TO BE SIGNED BY PURCHASER, AFTER SALE BY AUCTION

I hereby acknowledge, that I have this day purchased by public auction all that [describe the property purchased], for the sum of; and have paid into the hands of A. B. the sum of as a deposit and in part payment of the said purchase-money; and I hereby agree to pay the remaining sum of unto [the vendor] at on or before the . . . day of; and in all other respects, on my part, to fulfil the annexed conditions of sale.

Witness my hand and seal this . . . day of, A. D.
19 C. D. [L. s.]

OPTION FOR PURCHASE OF REAL ESTATE

Whereas A. B., of, is the owner in fee [or, as the case may be] of the following described land, situate in, viz.: [describe the land with the improvements thereon]: Now this agreement witnesseth, that the above named A. B., for himself, his heirs, executors, and administrators, in consideration of the sum of . . . dollars, to him in hand paid by C. D., of, the receipt whereof is hereby acknowledged, hereby covenants and grants unto the said C. D., his heirs, executors, administrators, and assigns, the right and option to purchase the aforesaid land with the appurtenances, at any time on or before the . . . day of, A. D. 19 . . . , for the price or sum of . . . dollars, payable as follows, viz.: And the said A. B. for himself, his heirs, executors, and administrators, covenants and agrees to give possession of the said land, and to make and execute a general warranty deed in fee [or, as the case may be] for said lands, to the said C. D., his heirs, executors, or assigns, at the time of the purchasing aforesaid. Provided, however, and it is hereby expressly understood and agreed, that if the said lands be not purchased within the option and time aforesaid, then this agreement shall be absolutely null, void, and of none effect.

In witness whereof, the said parties have hereunto set their hands and seals, this . . . day of, A. D. 19 . . .

Witnesses:	}	A. B. [L. s.]
.		C. D. [L. s.]
.		

OPTION FOR THE PURCHASE OF PERSONAL PROPERTY

This agreement, made the . . . day of, A. D. 19 . . . , between A. B., of, and C. D., of: Whereas, A. B. is the owner of [describe the property to be purchased]: Now this agreement witnesseth, that the said A. B., for himself, his executors, and administrators, for and in consideration of the sum of . . . dollars to him in hand paid by said C. D., the receipt whereof is hereby acknowledged, hereby grants unto the said C. D., his executors, administrators, and assigns, the right and option to purchase the aforesaid [name of property], at any time on or before the . . . day of,

A. D. 19 , for the price or sum of . . . dollars, payable as follows, viz.: And the said A. B., for himself, his executors, and administrators hereby agrees to deliver possession of, and to make and execute a good and sufficient bill of sale for, said [name of property], to said C. D., his executors, administrators, or assigns, on the date of the purchase aforesaid. Provided, however, and it is hereby expressly understood and agreed by and between the parties hereto, that if the said [name of property] be not purchased within the option and time aforesaid, then this agreement shall be absolutely null, void, and of none effect.

In witness whereof, the said parties have hereunto set their hands and seals, this . . . day of, A. D. 19 .

Witnesses:

. }
 }
 }

A. B. [L. s.]
 C. D. [L. s.]

CONVEYANCES

DEEDS

COMMON FORM OF WARRANTY DEED

This indenture, made the . . . day of . . . , A. D. 19 . . . , between A. B., of . . . , in the state of . . . , . . . , shoemaker, and C. B., his wife, of the one part, and E. F., of . . . , in the state of . . . , . . . , salesman, of the other part, witnesseth, that the said A. B., and C. B., his wife, for and in consideration of the sum of . . . dollars, to them in hand paid by the said E. F. at and before the ensealing and delivery hereof, the receipt whereof they do hereby acknowledge, have granted, bargained, sold, aliened, released, and confirmed, and by these presents do grant, bargain, sell, alien, release, and confirm unto the said E. F., and to his heirs and assigns, all that certain message or tenement and tract of land, situated in . . . , in the county of . . . , and state of . . . , bounded as follows, viz.: [describe the premises conveyed, giving the chain of title, and inserting any covenants that may be desired]. Together with all and singular the rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and also, all the estate, right, title, interest, property, claim, and demand whatsoever, of them, the said A. B., and C. B., his wife, in law or equity, or otherwise howsoever, of, in, to, or out of the same [if there be any exceptions, insert them]. To have and to hold the premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said E. F., his heirs and assigns, to the only proper use and behoof of the said E. F., his heirs and assigns, forever. And the said A. B., for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said E. F., his heirs and assigns, by these presents, that he, the

said A. B., and his heirs, the said above-mentioned and described messuage or tenement, and tract or piece of land, hereditaments and premises, hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said E. F., his heirs and assigns, against him, the said A. B., and his heirs, and against all and every other person and persons whomsoever, lawfully claiming or to claim the same or any part or parcel thereof [by, from, or under them, or any of them]*, shall and will warrant and forever defend by these presents.

In witness whereof, the said parties of the first part to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed, and delivered in the presence of

A. B. [L. s.]
 C. B. [L. s.]

GENERAL FORM OF WARRANTY DEED WITH COVENANTS

This indenture, made the . . . day of, A. D. 19 . . . , between A. B., of, in the county of, and state of, of the one part, and C. D., of the same place, of the other part, witnesseth, that the said A. B., for and in consideration of the sum of dollars, lawful money of the United States, to him in hand paid by the said C. D., at and before the ensealing and delivery hereof, the receipt whereof he doth hereby acknowledge, hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth grant, bargain, sell, alien, release, and confirm, unto the said C. D., and to his heirs and assigns, all that certain messuage or tenement and tract of land situate [describe the premises and recite former titles]. Together with all and singular the rights, liberties, privileges, hereditaments, and appurtenances whatsoever, thereunto belonging or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, claim, and demand whatsoever of him, the said A. B., in law or equity, or otherwise howsoever, of, in, to, or out of the

*If the words in the brackets be inserted, it is a special warranty; without them it is a general warranty.

same. To have and to hold the same, with all the appurtenances, unto the said C. D., and to his heirs and assigns, in fee simple forever. And he, the said A. B., for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the said C. D., his heirs and assigns, that he, the said A. B., is now the owner of the said premises, and is seized of a good and indefeasible estate of inheritance therein, and that he hath full right and power to sell and convey the same in fee simple absolute; that the said premises are free and clear of all encumbrances; that the said C. D., his heirs and assigns, may forever hereafter have, hold, possess, and enjoy the same, without any suit, molestation, or interruption by any person whatsoever lawfully claiming any right therein; and that he, the said A. B., and all persons hereafter claiming under him, will, at any time hereafter, at the request and expense of the said C. D., his heirs or assigns, make all such further assurances for the more effectual conveying of the said premises, with the appurtenances, as may be reasonably required by him or them; and that he, the said A. B., and his heirs, will warrant and defend the said premises, with the appurtenances, unto the said C. D., and his heirs and assigns, forever.

In witness whereof, the said party of the first part hath hereunto set his hand and seal the day and year first above written.

A. B. [L. S.]

Signed, sealed, and delivered in the presence of

DEED OF BARGAIN AND SALE WITHOUT ANY WARRANTY

This indenture, made the . . . day of, A. D. 19 . . . , between [name, residence, and occupation of the grantor], of the first part, and [name, residence, and occupation of the grantee], of the second part, witnesseth, that the said party of the first part, for and in consideration of the sum of dollars, lawful money of the United States of America, to him in hand paid, by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents does

grant, bargain, sell, alien, remise, release, convey, and confirm, unto the said party of the second part, and to his heirs and assigns, forever, [describe carefully the land or premises granted]. Together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof. And also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances. To have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, and his heirs and assigns, forever.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Sealed and delivered }
 in the presence of }
 }
 }

[Signature]

[L. S.]

QUITCLAIM DEED

This indenture, made the . . . day of . . . , A. D. 19 , between [name, residence, and occupation of the grantor], of the first part, and [name, residence, and occupation of the grantee], of the second part, witnesseth, that the said party of the first part, for and in consideration of the sum of dollars, lawful money of the United States of America, to him in hand paid, by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has remised, released, and quitclaimed, and by these presents does remise, release, and quitclaim unto the said party of the second part, and to his heirs and assigns, forever, [describe carefully the land or premises granted]. Together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof. And also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in

law as in equity, of the said party of the first part, of, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances. To have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, and his heirs and assigns, forever.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Sealed and delivered } [Signature] [L. S.]
in the presence of }
..... }
..... }

GROUND-RENT DEED

This indenture, made the . . . day of . . . , A. D. 19 , between A. B., of . . . , of the first part, and C. D., of . . . , of the other part, witnesseth, that the said A. B., as well for and in consideration of the sum of . . . dollars, lawful money, unto him at or before the sealing and delivery hereof by the said C. D. well and truly paid, the receipt whereof is hereby acknowledged, as of the payment of the yearly rent and taxes, and performance of the covenants and agreements hereinafter mentioned, which on the part of the said C. D., his heirs and assigns, is and are to be paid and performed, hath granted, bargained, sold, aliened, enfeoffed, released, and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release, and confirm unto the said C. D., his heirs and assigns, all that certain [describe the premises conveyed]. Together with all and singular the . . . ways, streets, alleys, passages, waters, watercourses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever, unto the said hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders thereof. To have and to hold the said described lot or piece of ground, hereditaments, and premises hereby granted, with the appurtenances, unto the said C. D., his heirs and assigns, to the only proper use and behoof of the said C. D., his heirs and assigns, forever. Yielding and paying therefor and thereout, unto the said A. B., his heirs and assigns, the yearly rent or sum of . . . dollars, lawful money of the United States of America, in . . . yearly payments, on

the . . . day of in every year hereafter forever, without any deduction, defalcation, or abatement, for any taxes, charges, or assessments whatsoever, to be assessed, as well on the said hereby granted lot as on the said yearly rent hereby and thereout reserved; the first payment thereof to be made on the . . . day of, A. D. 19 And on default of paying the said yearly rent on the day and time and in manner aforesaid, it shall and may be lawful for the said A. B., his heirs and assigns, to enter into and upon the said hereby granted premises, or any part thereof, and into the buildings thereon to be erected, and to distrain for the said yearly rent so in arrear and unpaid, without any exemption whatsoever, any law to the contrary thereof in anywise notwithstanding, and to proceed with and sell such distrained goods and effects according to the usual course of distresses for rent charges. But if sufficient distress cannot be found upon the said hereby granted premises to satisfy the said yearly rent in arrear, and the charges of levying the same, then and in such case it shall and may be lawful for the said A. B., his heirs and assigns, into and upon the said hereby granted lot and all improvements wholly to reenter, and the same to have again, repossess, and enjoy, as in his or their first and former estate and title in the same, and as though this indenture had never been made. And if at any time suit shall be properly brought by the said grantor, his heirs and assigns, to recover any arrearage of the yearly rent then due and unpaid, then and in such event an attorney's fee of dollars shall be added to the arrearages of the yearly rent, and be recovered and collected in such suit as part of the costs thereof. And the said C. D., for himself, his heirs, executors, administrators, and assigns, does covenant, promise, and agree, to and with the said A. B., his heirs and assigns, by these presents, that he, the said C. D., his heirs and assigns, shall and will well and truly pay, or cause to be paid, to the said A. B., his heirs and assigns, the aforesaid yearly rent or sum of dollars, lawful money as aforesaid, on the days and times hereinbefore mentioned and appointed for payment thereof without any deduction, defalcation, or abatement for any taxes, charges, or assessments whatsoever, it being the express agreement of the said parties, that the said C. D., his heirs and assigns, shall pay all taxes whatsoever that shall hereafter be laid, levied, or assessed by virtue of any laws whatever, as well on the said hereby granted lot and buildings [or, intended to be] thereon erected, as on the said

yearly rent now charged thereon. [Also, that he, the said C. D., his heirs or assigns, shall and will, within from the date thereof, erect and build on said hereby granted lot to secure the said yearly rent hereby reserved. And further, the said C. D. doth hereby for himself, his heirs, executors, administrators, and assigns, expressly waive, relinquish, and dispense, unto the said A. B., his heirs, executors, administrators, and assigns, all and every provisions and provision in the acts of assembly of the commonwealth of, so far as the same may exempt the said hereby granted lot and any part thereof, and any buildings or improvements to be erected or placed thereon, from levy and sale, by virtue of any writ of execution that may be issued upon any judgment that may be obtained or entered in any action for the recovery of the rent hereby reserved, or hereby covenanted to be paid, and of any arrears thereof, and of the costs of such action and execution; also, any other act of assembly now or hereafter to be passed, authorizing any stay of execution upon any judgment until an appraisal of the property shall be made, or upon any other condition whatsoever; so that it shall be lawful for the said A. B., his heirs, executors, administrators, or assigns, to proceed, by execution, to levy upon and sell the hereby granted lot of ground, and every part thereof, with the buildings and improvements as aforesaid, in the same manner and to the same extent and to the same effect, to all intents and purposes, as if no such act of assembly had been passed.]

Provided always, nevertheless, that if the said C. D., his heirs or assigns, shall and do at any time pay, or cause to be paid to the said A. B., his heirs or assigns, the sum of dollars, lawful money as aforesaid, and the arrearages of the said yearly rent to the time of such payment, then the same shall forever thereafter cease and be extinguished, and the covenant for payment thereof shall become void; and then he, the said A. B., his heirs and assigns, shall and will, at the proper costs and charges in the law of the said grantee, his heirs or assigns, seal and execute a sufficient release and discharge of the said yearly rent hereby reserved, to the said C. D., his heirs and assigns, forever, anything hereinbefore contained to the contrary thereof notwithstanding. And the said A. B., for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said C. D., his heirs and assigns, by these presents, that he, the said C. D., his heirs and assigns, paying the said yearly rent, or extinguishing the same, and

taxes, and performing the covenants and agreements aforesaid, shall and may at all times hereafter, forever, freely, peaceably, and quietly have, hold, and enjoy, all and singular the premises hereby granted, with the appurtenances, and receive and take the rents and profits thereof, without any molestation, interruption, or eviction of A. B., his heirs, or any other person or persons whomsoever, lawfully claiming or to claim, by, from, or under him, them, or any of them, or by or with his, their, or any of their act, means, consent, or procurement.

In witness whereof, the said parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written.

Sealed and delivered }
in the presence of }
..... }
..... }

A. B. [L. S.]
C. D. [L. S.]

[The covenant for the erection of buildings contained in brackets in the foregoing form may be omitted when not required.]

ASSIGNEE'S DEED

This indenture, made the . . . day of, A. D. 19 . . . , between [name, residence, and occupation of the assignee who is the grantor], as assignee of [name, residence, and occupation of the assignor], of the one part, and [name, residence, and occupation of the purchaser who is grantee], of the other part: Whereas, the said [name of the assignor], being lawfully seized in his demesne as of fee, among other things, of and in a certain lot, piece, or parcel of ground, situate in the county of, and state of, known and described as follows, to wit: [describe the land or premises granted]; and being so thereof seized. did, on or about the . . . day of, A. D. 19 . . . , enter into a written contract with the said party of the second part for the sale of the above-described premises for the sum of dollars: And whereas, the said [name of the assignor] did, by his certain deed of assignment, bearing date the . . . day of, A. D. 19 . . . , grant, bargain, sell, alien, remise, release, convey, assign, transfer, and set over (with other property) the above-described lot, piece, or parcel of ground unto the said party of the first part, his successors, executors, administrators, and assigns, forever, in trust nevertheless, to and for the

uses and intent and purposes in said deed of assignment mentioned and set forth, reference thereto being had may fully and at large appear; which said deed of assignment is recorded in book . . . , page . . . , of deeds, in the office of [the clerk of the circuit court of said . . . county, and *ex officio* recorder of deeds]: And whereas, the said assignor did not comply with the said contract before the execution and delivery of the said deed of assignment to the said party of the first part:

Now this indenture witnesseth, that the said [name of the assignee and grantor], assignee of said [name of the assignor], for and in consideration of the sum of dollars, being the balance of the purchase-money and interest due on said contract, unto him in hand paid by the said party of the second part, at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, release, and confirm unto the said party of the second part, his heirs and assigns, all the above-mentioned and described lot, piece, or parcel of ground, together with all and singular the rights, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, property, claim, and demand whatever, that he, the said assignor, had and held at and immediately before the execution and delivery of the said deed of assignment to said party of the first part, and also all the right, title, interest, property, claim, and demand whatever, that the said party of the first part acquired in, under, or by virtue of the said deed of assignment by said assignor, to him, the said party of the first part. To have and to hold the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest, and claim whatsoever, either in law or equity, that said assignor had and held at the time of and immediately preceding the execution and delivery of said deed of assignment to the said party of the first part, either in law or equity, to the only proper use, benefit, and behoof of the said party of the second part, his heirs and assigns, forever.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

. [L. S.]
[Signature of assignee]

EXECUTOR'S, ADMINISTRATOR'S, OR GUARDIAN'S DEED

This indenture, made the . . . day of . . . , A. D. 19 . . . , between A. B., of . . . , executor of the last will and testament of C. D., late of . . . , of the one part, and E. F., of . . . , of the other part: Whereas [insert the recitals, varying according to the case, including the seisin of the decedent to the lands to be conveyed, the execution of the last will and testament appointing the executor, and giving said executor power of sale; or there may be a recital of a contract made by C. D. during his lifetime to convey to said E. F.; or a recital of the fact that the decedent died having personal estate insufficient for the payment of debts, the petition to court for permission to sell real estate, and the order therefor]: Now this indenture witnesseth, that the said A. B., for and in consideration of the sum of . . . dollars, lawful money of the United States, to him in hand paid by the said E. F. at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth grant, bargain, sell, alien, release, and confirm unto the said E. F., his heirs and assigns, all that certain [describe the premises conveyed]. Together with all and singular the ways, waters, watercourses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, use, trust, property, possession, claim, and demand whatsoever, of the said C. D. in law, equity, or otherwise howsoever, of, in, to, or out of the same. To have and to hold the said piece or parcel of land, hereditaments, and premises hereby granted and released, or mentioned and intended so to be, with the appurtenances, unto the said E. F., his heirs and assigns, to and for the only proper use and behoof of the said E. F., his heirs and assigns, forever. And the said A. B., for himself, his heirs, executors, and administrators does covenant, promise, and agree, to and with the said E. F., his heirs and assigns, by these presents, that he, the said A. B., has not done, committed, or knowingly or willingly suffered to be done or committed, any act, matter, or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall, or may be impeached, charged, or encumbered, in title, charge, estate, or otherwise howsoever.

In witness whereof, etc.

[By changing the form of the recital, according as the case may be, the foregoing form may be used not only as an executor's deed, but also as an administrator's or guardian's deed. In each instance there must be a full statement of the facts of the seisin of the decedent or of the ward, the appointment of the administrator or guardian, the reasons for the conveyance, and, if made on order of the court, such order should be given in full. The form of two such recitals are given hereinafter.]

**RECITAL OF APPOINTMENT OF EXECUTOR, AND POWER
TO SELL UNDER WILL**

Whereas, the said C. D., by virtue of divers good conveyances and assurances in law, duly had and executed, became in his lifetime seized in his demesne as of fee (amongst other lands) of and in a certain messuage or tenement and tract of land, situate in, in the county of aforesaid, [describe the land to be conveyed], and being so thereof seized, made his last will and testament in writing, bearing date the . . . day of, A. D. 19 . . . , wherein and whereby, amongst other things, he ordered that the whole of his real estate should be sold by his executor thereafter named, of which said will he appointed said A. B. executor, as in and by the said recited will, since his decease duly proved, and remaining in the register's office at, recourse being thereunto had, appears:

**RECITAL OF INSUFFICIENCY OF PERSONAL ASSETS, AND
ORDER OF COURT TO SELL REALTY**

Whereas, the said C. D., in his lifetime and at the time of his death, was seized in his demesne as of fee of and in a certain tract [or, tracts, as the case may be] of land, situated in, [describe the land]: And whereas, letters of administration of all and singular the goods and chattels, rights and credits, which were of the said C. D. at the time of his death, were afterwards, in due form of law, committed to the aforesaid A. B.: And whereas, the petition of the said A. B. to the judge of the court, held in and for the county of, at, the . . . day of, A. D. 19 . . . , set forth that the personal estate of the said C. D. was not sufficient to pay his just debts, a schedule of which, together with an inventory of the said debts, and also a statement of all the real estate of said decedent, was thereto attached, and prayed said court to allow him to make a sale of so much of the said lands as the said court should judge necessary for the purpose aforesaid; and thereupon it was considered and ordered by the said court that the lands hereafter described

should be sold according to the prayer of the petitioner: And whereas, in pursuance of the said order, and by force and virtue of the laws of the state of, in such case made and provided, afterwards, to wit, on the . . . day of, A. D. 19 . . . , at, the said A. B. did expose to sale at public sale the hereinafter described land, with the appurtenances, after having duly advertised the same according to law, and then and there did sell the same to the said E. F. for the sum of dollars, he being the highest bidder, and that the highest and best price bid for the same; which sale, on report thereof made to the said court, was, on the . . . day of, A. D. 19 . . . , confirmed by the said court, and it was considered and adjudged by the said court that the same should be and remain firm and stable forever, as by the records and proceedings of the said court, reference being thereunto had, will more fully and at large appear.

MORTGAGEE'S DEED, UNDER A POWER OF SALE

This indenture, made this . . . day of, A. D. 19 . . . , between [name and occupation of the mortgagee], of the county of, and state of, party of the first part, and [name and occupation of the grantee], of the county of, and state of, party of the second part, witnesseth: Whereas, [name and occupation of the owner and mortgagor who gave to the mortgagee the power now exercised], of the county of, and state of, did, by a certain deed, dated the . . . day of, A. D. 19 . . . , which deed was recorded in the recorder's office of the county of, in the state of, on the . . . day of, A. D. 19 . . . , in deed book . . . , at page . . . , grant, sell, and convey to the said party of the first part all the premises hereinafter described, to secure the payment of a certain debt [or, note, or, bond] in said deed particularly mentioned, and upon certain terms in said deed particularly declared; and whereas default hath been made in the payment of said debt [or, note, or, bond], the said premises were, by said party of the first part, duly advertised for public sale at, on the . . . day of, A. D. 19 . . . , in the manner prescribed by said deed, and were, upon the day and year and at the place last mentioned aforesaid, in pursuance of said notice, sold at public sale, and at said sale the said party of the second part was the highest and best bidder therefor, and bid for the tract hereinafter named, the sum of dollars:

Now, therefore, these presents witness, that the said party of the first part, in pursuance of the power and authority in him vested in and by the said deed, and in consideration of the sum of dollars, to the said party of the first part paid by the said party of the second part, the receipt whereof is hereby acknowledged, hath released and quit-claimed, and doth hereby convey, remise, release, and quit-claim to the said party of the second part, his heirs and assigns, forever, all the right, title, and interest as well in law as in equity, which the said party of the first part hath acquired by virtue of the deed above mentioned, of, in, and to all that certain tract, piece, or parcel of land situated in the, county of, and state of, and described as follows, to wit: [describe carefully the premises or land granted]. Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, and to the same, and any and every part thereof, with the appurtenances, which the said party of the first part acquired by virtue of said deed. To have and to hold the aforesaid right, title, and interest of the said party of the first part, unto the said party of the second part, his heirs and assigns, forever, as fully and absolutely as the said party of the first part can, by virtue of the power and authority in him by said deed vested, convey the same.

In witness whereof, the party of the first part hath hereto set his hand and seal the day and year first above written.

Signed, sealed, and de-	} [Signature of the seller] [L. s.]
livered in presence	
of	
.	

DEED OF PARTITION OF LANDS BY TENANTS IN
COMMON

This indenture, made the . . . day of, A. D. 19 . . . , between A. B., of, of the one part, and C. D., of, of the other part: Whereas, the said A. B. and C. D. now stand seized in fee simple, as tenants in common, of and in a certain tract or parcel of land situate [describe the premises briefly]: Now this indenture witnesseth, that the parties to this indenture

have agreed to make, and by these presents do make, a full, just, equal, perfect, and absolute partition and division between them, of and in the aforesaid tract of land, according to their respective shares and interests therein, in manner following, that is to say, that the said A. B. and his heirs shall have all that piece or allotment of land, part of the said tract, beginning, [describe the land accurately], together with the messuages, buildings, and improvements on the said described piece of land erected, standing, or being, and all rights, liberties, privileges, hereditaments, and appurtenances whatsoever, thereunto belonging or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof. To have and to hold the same unto the said A. B., his heirs and assigns, forever, in severalty, as his and their full part, share, and dividend, of and in all and singular the premises. And the said C. D. doth, by these presents, for himself and his heirs, give, grant, allot, assign, set over, release, and confirm, unto the said A. B., and to his heirs and assigns, forever, the said described piece or allotment of land, with the appurtenances, to have and to hold to him, the said A. B., his heirs and assigns, to the only proper use and behoof of him, the said A. B., his heirs and assigns, forever, in severalty. And the said C. D., for himself, his heirs, executors, and administrators, doth covenant to and with the said A. B., his heirs and assigns, and every of them, by these presents, that he, the said A. B., his heirs and assigns, shall, or lawfully may, from time to time, and at all times hereafter, forever, freely, peaceably, and quietly have, hold, occupy, possess, and enjoy the said above particularly described piece or allotment of land, with the appurtenances, and receive and take the rents, issues, and profits thereof, without the let, suit, trouble, molestation, interruption, or denial of him, the said C. D., his heirs or assigns, or of any other person or persons whatsoever, lawfully claiming, or to claim, by, from, or under him, them, or any of them, or by or with his, their, or any of their acts, means, consent, privity, or procurement. And that the said C. D. and his heirs shall have that piece or allotment of land, residue of the said tract, beginning [describe the land accurately], together with the messuages, buildings, and improvements on the said described piece of land erected, standing, or being, and all the rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof, to hold and enjoy the same unto the said C. D., his

heirs and assigns, forever, in severalty, as his and their full part, share, and dividend of, and in all and singular the premises. And the said A. B. doth, by these presents, for himself and his heirs, give, grant, allot, assign, set over, release, and confirm, unto the said C. D., and to his heirs and assigns, forever, the said last-described piece or allotment of land, with the appurtenances, to have and to hold to him, the said C. D., his heirs and assigns, to the only proper use and behoof of the said C. D., his heirs and assigns, in severalty, forever. And the said A. B., for himself, his heirs, executors, and administrators, doth covenant to and with the said C. D., his heirs and assigns, and every of them, by these presents, that he, the said C. D., his heirs and assigns, shall or lawfully may, from time to time, and at all times hereafter, forever, freely, peaceably, and quietly, have, hold, occupy, possess, and enjoy the said last-described piece or allotment of land, with the appurtenances, and receive and take the rents, issues, and profits thereof, without the let, suit, trouble, molestation, interruption, or denial of him, the said A. B., his heirs or assigns, or of any other person or persons whatsoever, lawfully claiming, or to claim, by, from, or under him, them, or any of them, or by or with his, their, or any of their acts, means, consent, privity, or procurement.

In witness whereof, the said parties have hereunto set their hands and seals the day and year aforesaid.

Witnesses:	}	A. B.	[L. s.]
.....		C. D.	[L. s.]
.....			

**DEED OF A RIGHT OF WAY OR USE OF AN ALLEY OR
PASSAGE**

This indenture, made the . . . day of . . . , A. D. 19 . . . , between A. B., of . . . , of the first part, and C. D., of . . . , of the other part, witnesseth, that the said A. B., for and in consideration of the sum of . . . dollars, lawful money of the United States, unto him well and truly paid by the said C. D., at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said C. D., and to his heirs and assigns, the free and uninterrupted use, liberty, and privilege of, and passage in and along, a certain alley or passage, of . . . feet in breadth by . . . feet in depth, extending out of and

from street, in the said, along the east side of the present messuage, dwelling house, and lot of the said C. D. Together with free ingress, egress, and regress to and for the said C. D., his heirs and assigns, his and their tenants and undertenants, occupiers, or possessors of the said C. D.'s messuage and ground contiguous to the said alley or passage, at all times and seasons forever hereafter, into, along, upon, and out of the said alley, in common with him, the said A. B., his heirs and assigns, tenants, and occupiers of the said A. B.'s messuage and ground, adjacent to the said alley. To have and to hold all and singular the privileges aforesaid to him, the said C. D., his heirs and assigns, to the only proper use and behoof of him, the said C. D., his heirs and assigns, forever, in common with him, the said A. B., his heirs and assigns as aforesaid; subject, nevertheless, to the moiety or equal half part of all necessary charges and expenses which shall from time to time accrue in paving, mending, repairing, and cleansing the said alley. In witness whereof, etc.

COVENANTS AND RECITALS IN DEEDS

COVENANT AGAINST ACTS OF GRANTOR

And said party of the first part, for himself, and his heirs, executors, and administrators, does covenant, promise, and agree to and with said party of the second part, his heirs, executors, administrators, and assigns, that he has not made, done, committed, or suffered any act, matter, or thing whatsoever, whereby, or by means whereof, the above-granted premises, or any part thereof, now are, or at any time hereafter, shall or may be impeached, charged, or encumbered in any manner or form whatsoever.

COVENANT AGAINST ENCUMBRANCES

And said [insert the name of the party or parties warranting], for himself [or, themselves], his [or, their] heirs, executors, or administrators, does hereby covenant, promise, and agree to and with said party of the second part, that at the delivery of these presents he was lawfully seized in his own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above-granted and described premises, with the appurtenances; that the same are free, clear, discharged, and unencumbered of and from all former and other grants, titles,

charges, estates, judgments, taxes, assessments, encumbrances, of what nature or kind soever; and that he will warrant and forever defend the same unto the said party of the second part, his heirs and assigns, against the said parties of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

COVENANT FOR FURTHER ASSURANCE

And the said A. B. (party hereto), for himself, his heirs, executors, and administrators, does covenant, promise, and agree with said C. D., his heirs and assigns, that he, the said A. B., his heirs, executors, and administrators, at the request and charges of said C. D., his heirs, executors, and administrators, shall and will from time to time, and at all times hereafter, execute, deliver, and acknowledge, or cause to be executed, delivered, and acknowledged, all and every such further and other acts, conveyances, and assurances in law, for the better assuring unto said C. D., his heirs and assigns, the premises in the manner above conveyed, or mentioned and intended to be conveyed, as by said C. D., his heirs and assigns, or his or their counsel, learned in the law, shall be reasonably advised and required.

COVENANT FOR QUIET ENJOYMENT

That said A. B., for himself and his heirs, executors, and administrators, does covenant, promise, and agree, to and with said C. D. [or, said party of the second part], his heirs and assigns, that he, the said C. D., his heirs and assigns, shall and may at all times hereafter peaceably and quietly have, hold, use, occupy, possess, and enjoy the above-granted premises and every part and parcel thereof, with the appurtenances, without any restraint, suit, action, or disturbance from said A. B. [or, said party of the first part], his heirs, executors, or administrators, or any other person or persons lawfully claiming or to claim the same.

COVENANT OF SEISIN

That said party of the first part [or, that said A. B.], at the time of the execution and delivery of these presents is lawfully seized in his own right [or otherwise, as the case may be], of a good, absolute, and indefeasible estate of inheritance, in fee simple, of and in all and singular the above-granted premises, with the appurtenances [if conveyed subject to encumbrances, say subject as aforesaid].

40

RECITAL OF TITLE BY DEED

It being the same [or, part of the same] premises which E. F., and M., his wife, by indenture, bearing date the . . . day of . . . , A. D. 19 , and recorded in the office for the recording of deeds, in and for the county of . . . , in Deed Book No. . . , page . . , did grant and confirm unto the said A. B. (party hereto), and to his heirs and assigns, forever, as in and by the said in part recited indenture, relation being thereunto had, more fully and at large appears.

RECITAL OF TITLE BY DEVISE

It being the same lot of ground which H. H., late of the township of . . . and county aforesaid, farmer, deceased, in and by his last will and testament, in writing, bearing date the . . . day of . . . , A. D. 19 , did give and devise unto the said A. B. (party hereto) in fee, as in and by the said recited will, since his decease duly proved, and remaining in the register's office at . . . , recorded in Will Book No. . . , page . . , recourse being thereunto had, more fully and at large appears.

RECITAL OF TITLE BY DESCENT

Whereas, by force and virtue of good conveyances or assurances in the law duly had and executed, the said A. B. became, in his lifetime, lawfully seized in his demesne as of fee, of and in the said tract of land, with the appurtenances, and being so thereof seized, died intestate, leaving issue four children, to wit: John, James, Mary (the wife of I. S.), and Thomas, to whom the same, by the laws of the state of . . . relating to intestates, did descend and come.

RECITAL OF TITLE BY EXECUTORS

And whereas, the said M. R. and E. R., executors of the last will and testament of the said I. R., deceased, by virtue of the power and authority to them given by the said will, and pursuant to the directions thereof, did, by indenture, under their hands and seals, bearing date the . . . day of . . . , A. D. 19 , for the consideration therein mentioned, grant and confirm unto E. F., and to his heirs and assigns, all that the said message or tenement and tract of . . . acres of land, with the appurtenances, to hold the same to him,

his heirs and assigns, forever, as in and by the said recited indenture, recorded in the office for the recording of deeds at, in book . . . , page . . . , reference being thereunto had, more fully and at large appears.

RELEASE OF HOMESTEAD

And the said [name of grantor and of his wife], parties of the first part, hereby expressly waive, release, relinquish, and convey unto the said party of the second part, and his heirs, executors, administrators, and assigns, all right, title, claim, interest, and benefit whatsoever, in and to the above-described premises, and each and every part thereof, which is given by or results from any and all laws of this state, pertaining to the exemption of homesteads.

ATTESTATION OF ALTERATIONS

[The following is an example of an attestation of alterations made in a deed, which should be written just above the signatures of the witnesses.]

The word "ten" written over the erasure on the third line of page two, and the words "his heirs and assigns" interlined between the lines seven and eight of page three were written and interlined with the consent and under the direction of the party of the first part before the execution and acknowledgment of this instrument.

RECITAL AND SIGNATURE BY CORPORATION TO DEED

In witness whereof, the party of the first part has caused its name to be signed hereto by its president, attested by its secretary [or, other officer], and its corporate seal affixed, on this . . . day of, A. D. 19

[Corporate seal] The COMPANY,
Attest: by, President.

. [Secretary]

RECITAL AND SIGNATURE UNDER POWER OF ATTORNEY

In witness whereof, the party of the first part, C. D., by his attorney-in-fact, A. B., acting under a power of attorney, recorded in the clerk's office of the county of, a copy of which is hereto annexed, has set his hand and seal this . . . day of, A. D. 19 C. D. [L. s.]

By A. B., attorney-in-fact.

that the said party of the first part, for and in consideration of the sum of dollars, paid by the said party of the second part, the receipt of which is hereby acknowledged, has granted, bargained, sold, conveyed, and confirmed, and by these presents does grant, bargain, sell, convey, and confirm, unto the said party of the second part, his heirs and assigns, all that certain tract or parcel of land, situated in, and described as follows, to wit: [describe the land or premises granted]. Together with all and singular the hereditaments, rights, privileges, and appurtenances thereunto belonging, or in anywise appertaining, to have and to hold the said premises, as above described, with the appurtenances, to the said party of the second part, his heirs and assigns, forever.

And the said party of the first part, for himself and his heirs, executors, and administrators, does hereby covenant to and with the said party of the second part, his heirs, executors, administrators, and assigns that he is well seized of the premises above conveyed, as of a good and indefeasible estate in fee simple, and has good right to sell and convey the same in manner and form as aforesaid; that they are free from all encumbrances; and that the above-bargained premises, in the quiet and peaceful possession of the said party of the second part, his heirs or assigns, against the claims of all persons whomsoever, he will warrant and forever defend.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written. [L. S.]

Signed, sealed, and delivered in the presence of

[Signature]

ILLINOIS DEED OF WARRANTY

The grantor, [insert name or names and place of residence], for and in consideration of [insert consideration], in hand paid, conveys and warrants to [insert grantee's name or names] the following described real estate, [insert description], situated in the county of, in the state of Illinois. Dated this . . . day of, A. D. 19 . . .

. [L. S.]
 [Signature]

ILLINOIS QUITCLAIM DEED

The grantor, [insert grantor's name or names and place of residence], for the consideration of [insert consideration], conveys and quitclaims to [insert grantee's name or names] all interest in the following described real estate [insert description], situated in the county of, in the state of Illinois. Dated this . . . day of, A. D. 19 [L. S.]

[Signature]

[The foregoing forms are authorized by statute, but the common form of quitclaim and warranty deeds may also be used. The release of homestead right requires a special clause, in substance as follows: "Hereby releasing and waiving all rights under and by virtue of the homestead laws of this state."]

INDIANA GENERAL WARRANTY DEED

This conveyance, made this . . . day of, A. D. 19 . . . , witnesseth, that A. B., and W. B., his wife, of county, in the state of, convey and warrant to C. D., of county, in the state of, for the sum of dollars, all the following described real estate, situated in the county of, and state of Indiana, to wit: [describe it by metes and bounds].

Witness the grantors' hands, the day and year first above written.

A. B.

W. B.

KANSAS STATUTORY FORMS OF DEEDS

Any conveyance of land worded in substance as follows: "A. B. conveys and warrants to C. D. [describe premises], for the sum of [insert consideration]," the said conveyance being dated, duly signed, and acknowledged by the grantor, shall be deemed and held a conveyance in fee simple to the grantee, his or her heirs and assigns, with covenants from the grantor, for himself and his heirs and personal representatives, that he is lawfully seized of the premises, has full right to convey the same, and guarantees the quiet possession thereof, that the same are free from all encumbrances, and he will warrant and defend the same against all lawful claims. Any conveyance of land, worded in substance as follows: "A. B. quitclaims to C. D. [describe premises], for the sum of [insert consideration]," the said conveyance being duly signed and acknowledged by the grantor, shall be deemed to be a good and sufficient conveyance in quitclaim to the grantee, his heirs and assigns.

KENTUCKY DEED OF WARRANTY

This deed, made the . . . day of . . . , A. D. 19 . . . , between [name, description, and residence of grantor, and name of grantor's wife if her relinquishment of dower is intended], of the first part, and . . . , of the second part, witnesseth, that said first party, in consideration of . . . dollars, has bargained and sold and hereby conveyed unto said second party, [here describe the land or premises granted]; to have and to hold said property unto said second party, his heirs and assigns, forever, *with covenant of general warranty*, [releasing all rights of homestead and dower].

Witness the hands of the parties the day and year aforesaid.

. [L. S.]
 [Signature]
 [L. S.]
 [Signature]

LOUISIANA DEED OF WARRANTY

Be it known, that on this . . . day of . . . , A. D. 19 . . . , and of the independence of the United States of America, the one hundred and . . . , before me, . . . , a notary public in and for the parish of . . . , state of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared [name, residence, and occupation of grantor], who declared that for the consideration and on the terms and conditions hereinafter expressed he by these presents grants, bargains, sells, conveys, transfers, assigns, and sets over, with a full guarantee against all troubles, debts, mortgages, liens, evictions, alienations, or other encumbrances of every nature and kind whatsoever, unto [name, residence, and occupation of grantee] here present, his heirs and assigns, and acknowledging delivery and possession thereof, the lot of land, together with the improvements thereon, and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situate [describe the land or premises granted]. To have and to hold the said property and appurtenances unto the said purchaser, his heirs and assigns, forever.

And the said vendor hereby binds himself and his heirs forever to warrant and defend the property and appurtenances herein conveyed, against all legal claims and demands whatever. The said vendor moreover transfers unto the said

purchaser all the rights and actions of warranty to which he is or may be entitled, against all the former proprietors of the property herein conveyed, subrogating said purchaser to the said rights and actions to be by him enjoyed and exercised in the same manner as they might have been by the said vendor. This sale is made and accepted for and in consideration of the price and sum of

[And in order to secure the punctual payment of the said promissory note at maturity, as well as of all interest to accrue thereon, and in order, furthermore, to secure the payment and reimbursement of any and all lawyers' fees that may be expended or incurred in the event of suit being instituted to enforce the payment of said note in principal or interest, or any part thereof (which lawyers' fees, however, are fixed at five per cent. on the amount so in suit, and said purchaser consents and agrees to pay and allow the same), the said purchaser hereby specially mortgages, affects, and hypothecates the herein described and conveyed property unto and in favor of the said vendor, as well as of any and all future owner or owners of the said note; promising and binding himself and his heirs not to alienate, deteriorate, nor encumber the said property to the prejudice of this mortgage, nor of the special lien and vendor's privilege which the said vendor hereby retains on said property until the full and final payment of said note. And the said grantee has declared that he does by these presents, bind and obligate himself to cause all and singular the buildings and improvements on the herein described and conveyed property to be insured and kept insured against the risk of fire, by one of the insurance companies of this city, in the sum of dollars, until the full and final payment of the aforescribed note, and to transfer and deliver unto the said vendor or any and all future owner and owners of the said note the policy or policies of the said insurance or insurances; in default whereof, said vendor or any and all future owner or holders of said note is and are hereby authorized to cause such insurance or insurances to be made and effected at the cost, charge, and expense of the said purchaser. But this clause shall not be construed as obligatory on such holder or holders, or as making them liable for any loss, damage, or injury which may result from the non-insurance of said buildings.]

According to the several certificates of the recorder of mortgages and the register of conveyances in and for this city and parish, bearing even date herewith, and hereto annexed for reference, it appears that the said vendor has

not alienated the herein described and conveyed property, and that the same is free from all mortgages or other encumbrances in his name.

And now, to these presents, personally came and appeared Madam, who after having taken cognizance of the foregoing act, which I, the said notary, carefully read and explained to her, declared and said that she approves and ratifies the same, and that it is her wish and intention to release in favor of the said purchaser, the property herein described, from the matrimonial, dotal, paraphernal, and other rights, and from any claims, mortgages, or privileges to which she may be entitled, whether by virtue of marriage with her said husband, or otherwise.

Whereupon I, the said notary, did inform the said [wife] apart, and out of the presence and hearing of her husband, and before receiving her signature hereto, that by the laws of this state, the wife has a legal mortgage on the property of her husband: First, for the restitution of her dowry, and for the reinvestment of the dotal property sold by her husband, and which she brought in marriage, reckoning from the celebration of the marriage. Secondly, for the restitution and reinvestment of the dotal property by her acquired since marriage, whether by succession or donation, from the day the succession was opened or the donation perfected. Thirdly, for nuptial presents. Fourthly, for the debts by her contracted with her husband. And fifthly, for the amount of her paraphernal property alienated by her and received by her husband, or otherwise disposed of for his individual interest. That in making her intended renunciations she would deprive herself irrevocably and forever of all the rights of reclamation against the property herein described, whether under mortgage privilege or otherwise.

And the said [wife] did thereupon declare unto me, notary, that she was fully aware of and acquainted with the nature and extent of the matrimonial, dotal, paraphernal, and other rights and privileges thus secured to her by the law on the property of her said husband, and that she nevertheless did persist in her intention of renouncing, and does formally renounce, not only all the rights, claims, and privileges hereinbefore enumerated and described, but all others of any nature and kind whatever to which she is, or may be entitled by any laws now or heretofore in force in the state of Louisiana.

And the said [grantor] being now present, aiding and authorizing the said [wife] in the execution of these presents, the said [wife] did again declare that she did and does

hereby make a formal renunciation and relinquishment of all her said matrimonial, dotal, paraphernal, and other rights, claims, and privileges, in favor of said purchaser, binding herself and her heirs at all times to sustain and acknowledge the validity of this renunciation.

Thus done and passed, in my office, at aforesaid, in the presence of and, witnesses, both of this city, who hereunto sign their names with the parties, and me, the said notary, the day and date aforesaid.

[Signatures]

[Seals]

MARYLAND FEE-SIMPLE DEED

This deed, made this . . . day of, A. D. 19 . . . , by A. B., of, witnesseth, that in consideration of the sum of dollars, the said A. B. does grant unto C. D., his heirs and assigns, in fee simple, all situate, lying, and being in, and described as follows, that is to say: [describe the premises conveyed]. Together with the buildings and improvements thereupon erected, made or being, and all and every, the rights, alleys, ways, waters, privileges, appurtenances, and advantages, to the same belonging or in anywise appertaining. To have and to hold the . . . and premises above described and mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said C. D., his heirs and assigns, in fee simple. And the said A. B. covenants that he will warrant specially the property hereby granted and conveyed, and that he will execute such further assurances of said as may be requisite.

Witness the hand and seal of the said grantor.

Attest:

}

A. B. [L. s.]

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MASSACHUSETTS WARRANTY DEED

Know all men by these presents, that I, A. B., of, in county, state of, in consideration of dollars, to me paid by C. D., of, in county, state of, the receipt of which I hereby acknowledge, do by these presents give, grant, bargain, sell, and convey unto said C. D., his heirs and assigns, all that certain parcel of land situate in,

in county, and state of, bounded and described as follows: [describe the premises granted], together with all the privileges and appurtenances to the said land in anywise appertaining and belonging. To have and to hold the above-granted premises unto said C. D., his heirs and assigns, to his and their use and behoof, forever. And I, the said A. B., for myself, my heirs, executors, and administrators, do covenant with said C. D., his heirs and assigns, that I am lawfully seized in fee of the aforegranted premises; that they are free from all encumbrances; that I have good right to sell and convey the same to said C. D. as aforesaid; that I will, and my heirs, executors, and administrators shall, warrant and defend the same to said C. D., his heirs and assigns, forever, against the lawful demands of all persons.

In witness whereof, I, the said A. B., have hereunto set my hand and seal this . . . day of, A. D. 19
A. B. [L. S.]

MINNESOTA DEED OF WARRANTY

This indenture, made this . . . day of, A. D. 19 . . . , between [name and occupation of grantor], of the county of, and state of, party of the first part, and [name and occupation of grantee], of the county of, and state of, party of the second part, witnesseth, that the said party of the first part, in consideration of the sum of dollars, to him in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, and convey, to the said party of the second part, his heirs and assigns, forever, all the following described piece or parcel of land, lying and being in the county of, and state of Minnesota, to wit: [describe land or premises granted]. To have and to hold the same, together with all the hereditaments and appurtenances thereunto, in anywise appertaining. And the said party of the first part does covenant with the said party of the second part his heirs and assigns, as follows: That he is lawfully seized of said premises, in fee simple, and that he has good right and power to grant and convey the same; that the same are free from all encumbrances, and that the said party of the second part, his heirs and assigns, shall quietly enjoy and possess the same; and that the said party of the first part will warrant and defend the title to the same against all lawful claims.

In testimony whereof, the said party of the first part has hereunto set his hand and seal the day and year above written.

Signed, sealed, and delivered in the presence of

.....

[Signature]

[L. S.]

MISSISSIPPI DEED OF WARRANTY

This indenture, made and entered into this . . . day of, A. D. 19 . . . , between [name, residence, and occupation of grantor], the party of the first part, and [name, residence, and occupation of grantee], party of the second part, witnesseth, that the said party of the first part, for and in consideration of the sum of dollars, the receipt whereof is hereby acknowledged, has this day granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey unto the said party of the second part, and to his heirs and assigns, all and singular the following described tract or parcel of land situate, lying, and being [describe land or premises granted]. To have and to hold the said of land, together with all and singular the rights, privileges, and appurtenances thereunto legally and of right belonging, to the said party of the second part, and to his heirs and assigns in fee simple, absolute, forever, and the said party of the first part, for himself, his heirs, executors, administrators, and assigns, covenants and agrees to warrant and forever defend the right, title, interest, and possession of the estate herein granted, to the said party of the second part, his heirs and assigns, against the claim or claims of any and all persons claiming or to claim the same whatsoever either in law or equity.

In testimony whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

[Signature]

[L. S.]

MISSOURI DEED OF WARRANTY

This indenture, made on the . . . day of, A. D. 19 . . . , by and between [name and occupation of grantor, and name of his wife if she relinquishes dower], of, party of the first part, and [name and occupation

of grantee], of, party of the second part, witnesseth, that the said party of the first part, in consideration of the sum of dollars, to him paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto the said party of the second part, his heirs and assigns, the following described lots, tracts, or parcels of property, lying, being, and situate in the county of, and state of, to wit: [describe lands or premises granted]. To have and to hold the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging, or in anywise appertaining, unto the said party of the second part, and unto his heirs and assigns, forever; the said [name of grantor], hereby covenanting that he is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that he has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by him or those under whom he claims; and that he will warrant and defend the title to the said premises unto the said party of the second part, and unto his heirs and assigns, forever, against the lawful claims and demands of all persons whomsoever.

In witness whereof, the said party of the first part has hercunto set his hand and seal the day and year first above written.

Signed, sealed, and delivered in the presence of

. [Signature] [L. S.]

NEW JERSEY DEED OF WARRANTY

This indenture, made the . . . day of, A. D. 19 . . . , between [name, residence, and occupation of grantor or grantors], party of the first part, and [name, residence, and occupation of grantee or grantees], party of the second part, witnesseth, that the said party of the first part, for and in consideration of the sum of dollars, lawful money of the United States of America, to him in hand paid by the said party of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the second part, his heirs, executors, and administrators, forever released and discharged from the same by these presents, has granted,

bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the said party of the second part, and to his heirs and assigns, forever, [describe land or premises granted]. Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof. And also, all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances. To have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns, to his and their own proper use, benefit, and behoof forever.

And the said [grantor] for himself, his heirs, executors, and administrators, does covenant, grant, and agree, to and with the said party of the second part, his heirs and assigns, that he, the said [grantor], at the time of the sealing and delivery of these presents, was lawfully seized of a good, absolute, and indefeasible estate of inheritance in fee simple, of and in all and singular the above-granted, bargained, and described premises, with the appurtenances, and has good right, full power, and lawful authority to grant, bargain, sell, and convey the same in manner and form aforesaid; and that the said party of the second part, his heirs and assigns, shall and may at all times hereafter, peaceably and quietly have, hold, use, occupy, possess, and enjoy, the above-granted premises, and every part and parcel thereof, with the appurtenances, without any let, suit, trouble, molestation, eviction, or disturbance, of the said party of the first part, his heirs or assigns, or of any other person or persons lawfully claiming, or to claim, the same; and that the same now are free, clear, discharged, and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments, and encumbrances of what nature or kind soever; and also, that the said party of the first part, and his heirs, and all and every other person or persons whomsoever lawfully or equitably deriving any estate, right, title, or interest, of, in, or to the hereinbefore-granted premises, by, from, under, or in trust for them, shall and will at any time or times hereafter, upon the reasonable request, and at the proper costs and charges in the law, of the said party of the second part, his heirs and assigns, make,

do, and execute, or cause or procure to be made, done, or executed, all and every such further and other lawful and reasonable acts, conveyances, and assurances in the law for the better and more effectually vesting and confirming the premises hereby intended to be granted, in and to the said party of the second part, his heirs and assigns, forever, as by said party of the second part, his heirs or assigns, or counsel learned in the law, shall be reasonably devised, advised, or required. And the said [grantor], for himself, his heirs, the above-described and hereby granted and released premises, and every part and parcel thereof, with the appurtenances, unto the said party of the second part, his heirs and assigns, against the said party of the first part, and his heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant, and by these presents forever defend.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

. [Signature] [L. s.]

NEW YORK DEED WITH FULL COVENANTS

This indenture, made the . . . day of, A. D. 19 . . . , between, of the first part, and, of the second part, witnesseth, that the said party of the first part, in consideration of dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the said party of the second part, his heirs and assigns, forever, [describe premises conveyed]. Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises. To have and to hold the above-granted premises unto the said party of the second part, his heirs and assigns, forever.

And the said party of the first part does covenant with the said party of the second part as follows:

First.—That, the party of the first part, is seized of the said premises in fee simple and has good right to convey the same.

Second.—That the party of the second part shall quietly enjoy the said premises.

Third.—That the said premises are free from encumbrances.

Fourth.—That, the party of the first part, will execute or procure any further necessary assurance of the title to said premises.

Fifth.—That, the party of the first part, will forever warrant the title to said premises.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

In presence of

..... }
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..... [Signature] [L. S.]

NEW YORK DEED OF BARGAIN AND SALE

This indenture, made the . . . day of, A. D. 19 . . . , between, of the first part, and, of the second part, witnesseth, that the said party of the first part, for and in consideration of dollars, lawful money of the United States, paid by the party of the second part, does hereby grant, bargain, sell, and release unto the said party of the second part, his heirs and assigns, forever, [describe premises conveyed]. Together with the appurtenances and all the estate and rights of the said party of the first part in and to said premises. To have and to hold the above granted premises unto the said party of the second part, his heirs and assigns, forever.

In witness whereof, etc.

NEW YORK QUITCLAIM DEED

This indenture, made the . . . day of, A. D. 19 . . . , between, of the first part, and, of the second part, witnesseth, that the said party of the first part, for and in consideration of the sum of dollars, lawful money of the United States, paid by the party of the second part, does hereby remise, release, and forever quitclaim unto the said party of the second part, his heirs and assigns, forever, [describe premises conveyed]. Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises. To have and to hold the above-mentioned and described premises unto the said party of the second part, his heirs and assigns, forever.

In witness whereof, etc.

NEW YORK EXECUTOR'S DEED

This indenture, made the . . . day of, A. D. 19 . . . , between, as executor of the last will and testament of, late of, deceased, of the first part, and, of

., of the second part, witnesseth, that the said party of the first part, by virtue of the power and authority to him given in and by the said last will and testament, and in consideration ofdollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the said party of the second part, his heirs and assigns, forever, [describe the premises conveyed]. Together, with the appurtenances, and also all the estate which the said testator had at the time of his decease in said premises, and also all the estate therein which the said party of the first part has or has power to dispose of, whether individually or by virtue of said will or otherwise. To have and to hold the above-granted premises unto the said party of the second part, his heirs and assigns, forever.

And, the said party of the first part, covenants with the said party of the second part, that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

In witness whereof, etc.

NEW YORK TRUSTEE'S DEED

This indenture, made the . . . day of, A. D. 19 . . . , between, of the first part, and, of the second part, [recite the circumstances of the trust and the proposed sale and conveyance].

Now this indenture witnesseth, that the said party of the first part, for and in consideration of the sum of dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the said party of the second part, his heirs and assigns, forever, [describe premises conveyed]. Together with the appurtenances, and all the estate and rights of the said party of the first part in and to the said premises. To have and to hold the above-granted premises unto the said party of the second part, his heirs and assigns, forever. And the said party of the first part does covenant with the said party of the second part that the said party of the first part has not done or suffered anything whereby said premises have been encumbered in any way whatever; and also, that the said party of the second part shall quietly have and enjoy the said premises.

In witness whereof, the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written.

NORTH CAROLINA DEED OF WARRANTY

This deed, made this . . . day of . . . , A. D. 19 . . . , by [name and occupation of grantor], of . . . county, and state of . . . , to [name and occupation of grantee], of . . . county, and state of . . . , witnesseth, that said [grantor] in consideration of . . . dollars to him paid by [grantee], the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does bargain, sell, and convey to said [grantee] and his heirs, a tract of land [describe land or premises granted]. To have and to hold the aforesaid tract and all privileges and appurtenances thereto belonging, to the said [grantee], his heirs and assigns, to his and their only use and behoof. And the said [grantor] covenants that he is seized of said premises in fee, and has right to convey the same in fee simple, that the same are free from all encumbrances, and that he will warrant and defend the said title to the same, against the claims of all persons whatsoever.

[And I, . . . , wife of the said grantor, for the aforesaid considerations, do hereby grant and release to the said grantee and his heirs, all my right of dower and all other my right, title, and interest in and to the premises above granted.]

In testimony whereof, the said [name of grantor and his wife], have hereunto set our hands and seals the day and year above written. [L. S.]

Attest:

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[Signature]

OHIO DEED OF WARRANTY

To all people to whom these presents shall come, greeting: Know ye, that I, [name, residence, and occupation of grantor], for the consideration of . . . dollars, received in full satisfaction of [name, residence, and occupation of grantee], do give, grant, bargain, sell, and confirm unto [name of grantee], his heirs and assigns, the following described tract or lot of land, [describe land or premises granted]. To have and to hold the above granted and bargained premises, with the appurtenances thereto belonging, unto [grantee], his heirs and assigns, forever, to his and their own proper use and behoof. And I, the said [grantor], do, for myself, my heirs, executors, and administrators, covenant with the

said [grantee], his heirs and assigns, that at and until the en-
 sealing of these presents, I am well seized of the premises,
 as a good and indefeasible estate in fee simple, and have
 good right to bargain and sell the same in manner and form
 as above written, and that the same are free from all encum-
 brances whatsoever. And furthermore, I, the said [grantor],
 do by these presents bind myself and my heirs forever to
 warrant and defend the above-granted and bargained premises
 to the said [grantee], his heirs and assigns, against all lawful
 claims and demands whatsoever. And I, [wife of] the said
 [grantor], do hereby remise, release, and forever quitclaim
 unto the said [grantee], his heirs and assigns, all my right
 and title of dower in the above-described premises.

In witness whereof, I have hereunto set my hand and seal
 the . . . day of . . . , A. D. 19 . . .

Signed, sealed, and de- livered in the pres- ence of	} [Signature] [L. s.]
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PENNSYLVANIA DEED OF WARRANTY

This indenture, made the . . . day of . . . , A. D. 19 . . . ,
 between A. B., of the city of . . . , county of . . . ,
 in the state of . . . , tobaccoist, and C. B., his wife,
 of the one part, and E. F., of . . . , county of . . . ,
 and state of . . . , blacksmith, of the other part, wit-
 nesseth, that the said A. B., and C. B., his wife, for and in
 consideration of the sum of . . . dollars, to them in
 hand paid by the said E. F., at and before the en-
 sealing and delivery hereof, the receipt whereof they do hereby
 acknowledge, have granted, bargained, sold, aliened,
 released, and confirmed, and by these presents do grant,
 bargain, sell, alien, release, and confirm unto the said E. F.,
 and to his heirs and assigns, [describe premises conveyed].
 Together with all and singular the rights, liberties, priv-
 ileges, hereditaments, and appurtenances whatsoever there-
 unto belonging, or in anywise appertaining, and the reversions
 and remainders, rents, issues, and profits thereof; and also,
 all the estate, right, title, interest, property, claim, and
 demand whatsoever, of them, the said A. B., and C. B., his
 wife, in law or equity, or otherwise howsoever, of, in, to, or
 out of the same [if there be any exceptions, insert them].
 To have and to hold the premises hereby granted, or men-
 tioned and intended so to be, with the appurtenances [if

there be any exceptions, insert them, as before], unto the said E. F., his heirs and assigns, to the only proper use and behoof of the said E. F., his heirs and assigns, forever. [Insert any covenants that may be desired]. And the said A. B., for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said E. F., his heirs and assigns, by these presents, that he, the said A. B., and his heirs, the said above-mentioned and described messuage or tenement, and tract or piece of land, hereditaments and premises, hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said E. F., his heirs and assigns, against him, the said A. B., and his heirs, and against all and every other person and persons whomsoever, lawfully claiming or to claim the same or any part or parcel thereof [by, from, or under them, or any of them],* shall and will warrant and forever defend.

In witness whereof, the said parties of the first part to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed, and delivered in presence
of
.....
.....

A. B. [L. s.]
C. B. [L. s.]

PENNSYLVANIA QUITCLAIM DEED

This indenture, made the . . . day of, A. D. 19 . . . , between A. B., of, party of the first part, and C. D., of, party of the second part, witnesseth, that the said party of the first part, for and in consideration of the sum of dollars, lawful money of the United States of America, to him well and truly paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath remised, released, and quitclaimed, and by these presents doth remise, release, and quitclaim unto the said party of the second part, and to his heirs and assigns, forever, [describe premises conveyed]. Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in

*If the words contained within the brackets are inserted, the warranty is special; if omitted, the warranty is general.

anywise appertaining, and the reversions, remainders, rents, issues, and profits thereof; and also, all the estate, right, title, interest,, property, claim, and demand whatsoever, as well in law as in equity of the said party of the first part, of, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances.

To have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns, forever.

In witness whereof, the said party of the first part hath hercunto set his hand and seal the day and year first above written. A. B. [L. s.]

Sealed and delivered }
in the presence of }
us: }
. }
. }

SOUTH CAROLINA DEED OF WARRANTY

The State of South Carolina.

Know all men by these presents, that I, A. B., of
., in the state aforesaid, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell, and release unto C. D., of, [describe premises conveyed], together with all and singular the rights, members, hereditaments, and appurtenances to the said premises belonging, or in anywise incident or appertaining. To have and to hold all and singular the premises before mentioned unto the said C. D., his heirs and assigns, forever. And I do hereby bind myself, my heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said C. D., his heirs and assigns, against myself and my heirs, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand and seal this . . . day of, A. D. 19 . . . , and in the year of the independence of the United States of America. A. B. [L. s.]

Signed, sealed, and }
delivered in the }
presence of }
. }
. }

VIRGINIA STATUTORY DEED

This deed, made the . . . day of . . . , A. D. 19 , between [insert the names of the parties]: Witnesseth, that, in consideration of [state consideration], the said [grantor] doth bargain, sell, and grant unto the said [grantee] [describe property and insert covenants or any other provisions].

Witness the following signature and seal.

. [L. s.]
[Signature]

[The foregoing form is also used in West Virginia, and will pass all the estate, right, title, and interest of the grantor, both at law and in equity. If the conveyance is to be made with full covenants, the following is to be inserted in the foregoing form.]

And the said A. B. covenants, that he has the right to convey said land to the grantee; that the same is free from all encumbrances; that the grantee shall have quiet possession of said land; that he will execute such further assurances of said lands as shall be requisite; and that he will warrant generally [or, specially] the property hereby conveyed.

WISCONSIN DEED OF WARRANTY

This indenture, made this . . . day of . . . , A. D. 19 , between [name and occupation of grantor], of the county of . . . , state of . . . , of the first part, and [name and occupation of grantee], of the county of . . . , and state of . . . , of the second part: Witnesseth, that the said party of the first part, for and in consideration of the sum of . . . dollars, to him in hand paid by the party of the second part, the receipt of which is hereby acknowledged, has given, granted, bargained, sold, remised, released, aliened, and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, and confirm unto the said party of the second part, his heirs and assigns, forever, the following described premises, [describe land granted]. Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion or reversions, remainder or remainders, and the issues and profits thereof, and all the estate, right, title, interest, claim, or demand whatsoever of the said party of the first part, either in law or equity, of and to the above bargained premises, with the hereditaments and appurtenances thereto

belonging. To have and to hold the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns, forever. And the said [grantor], for himself and his heirs, executors, and administrators, does covenant, grant, bargain, and agree, to and with the said party of the second part, his heirs and assigns, that at the time of ensealing and delivery of these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute, and indefeasible estate of inheritance in the law in fee simple, and has good right, full power, and lawful authority to grant, bargain, sell, and convey the same in manner and form aforesaid, and that the same is clear and free of all former and other grants, bargains, sales, liens, judgments, taxes, assessments, and encumbrances of what kind and nature soever; and the party of the first part, the above bargained premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, will warrant and forever defend.

In witness whereof, the said party of the first part has hereunto set his hand seal the day and year first above written.

Signed, sealed, and }
delivered in pres- }
ence of }
..... }
..... }

[Signature]

[L. S.]

ONTARIO DEED OF WARRANTY

This indenture, made (in duplicate) the . . . day of . . . , A. D. 19 , in pursuance of the act respecting short forms of conveyances, between [insert name, occupation, and residence of grantor or grantors], of the first part, and [insert name, occupation, and residence of grantee or grantees], of the second part: Witnesseth, that in consideration of [insert price paid], lawful money of Canada, now paid by the said party of the second part to the said party of the first part, receipt whereof is hereby acknowledged, the said party of the first part does grant unto the said party of the second part, his heirs and assigns, forever, [describe land or premises granted]. To have and to hold unto the said party of the second part, his heirs and assigns, to and for his and their sole and only use forever; subject, nevertheless, to the

reservations, limitations, provisos, and conditions expressed in the original grant thereof from the Crown. And the said party of the first part releases to the said party of the second part all his claims upon the said lands.

In witness whereof, the said parties hereto have hereunto set their hands and seals. [L. S.]

Signed, sealed, and	}	[Signature]	[L. S.]
delivered in the		[Signature]	[L. S.]
presence of			
.....			
.....			

MORTGAGES

MORTGAGE OF REALTY WITH POWER OF SALE

This indenture, made the . . . day of, A. D. 19 . . . , between [name, residence, and occupation of mortgagor] party of the first part, and [name, residence, and occupation of mortgagee] party of the second part:

Whereas, the said party of the first part is justly indebted to the said party of the second part in [describe amount and terms of debt, or note, or bond]. Now this indenture witnesseth, that the said party of the first part, for the better securing the debt [or, note, or, bond] above described, according to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar to him in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm, unto the said party of the second part, and to his heirs and assigns, forever, [describe land and premises granted, by metes and bounds, and dimensions, contents, and quantity, or boundary marks or monuments, and refer by volume and page to deed of land to mortgagor, under which he holds]. Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof. And also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, in law as well as in equity, of the said party of the first part, of, in, and to the same, and every part or parcel thereof with the appurtenances.

To have and to hold the above-granted, bargained, and described premises, with the appurtenances, unto the said party of the second part, and his heirs and assigns, to his and their own proper use, benefit, and behoof, forever. Provided always, and these presents are upon this express condition, that if the said party of the first part, or his heirs, executors, or administrators, shall well and truly pay to the said party of the second part, or his heirs, executors, administrators, or assigns, the above-described debt [or, note, or, bond] according to the terms and tenor thereof, then this deed and also said debt [or, note, or, bond] shall be wholly discharged and void; but otherwise shall remain in full force and effect. And if default shall be made in the payment of the said sum of money above mentioned, or the interest that may grow due thereon, or any part thereof, that then and from thenceforth it shall be lawful for the said party of the second part, or his executors, administrators, and assigns, to enter into and upon all and singular the premises hereby granted, or intended so to be, and to sell and dispose of the same, and all benefit and equity of redemption of the said party of the first part, or his heirs, executors, administrators, or assigns, therein, at public auction, according to the act in such case made and provided, and as the attorney of the said party of the first part, for that purpose by these presents duly authorized, constituted, and appointed, to make and deliver to the purchaser or purchasers thereof, a good and sufficient deed or deeds of conveyance in the law for the same, in fee simple, and out of the money arising from such sale, to retain the principal and interest which shall then be due on the said debt [or, note, or, bond], together with the costs and charges of advertisement and sale of the said premises, rendering the overplus of the purchase-money (if any there shall be) unto the said party of the first part, or his heirs, executors, administrators, or assigns; which sale, so to be made, shall forever be a perpetual bar, both in law and equity, against the said party of the first part, or his heirs and assigns, and all other persons claiming or to claim the premises or any part thereof, by, from, or under him, them, or either of them.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Sealed and delivered }
 in the presence of }
 }
 }

[Signature of mortgagor]

[L. S.]

MORTGAGE WITHOUT POWER OF SALE AND WITHOUT WARRANTY

This indenture, made this . . . day of, A. D. 19 . . . , between [name, residence, and occupation of mortgagor] and [name of wife], wife of said [name of mortgagor], parties of the first part, and [name, residence, and occupation of mortgagee], party of the second part:

Whereas, the said parties of the first part are justly indebted to the said party of the second part, in the sum of dollars, secured to be paid by a certain promissory note [or, bond, describing the same]: Now, therefore, this indenture witnesseth, that the said parties of the first part, for the better securing the payment of the money aforesaid, with interest thereon, according to the tenor and effect of the said note [or, bond] above mentioned, and also in consideration of the further sum of one dollar to us in hand paid by the said party of the second part, at the delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, and convey unto the said party of the second part, his heirs and assigns, forever, [describe premises or land granted]. To have and to hold the same, together with all and singular the tenements, hereditaments, privileges, and appurtenances thereunto belonging, or in anywise appertaining. And also all the estate, interest, and claim whatsoever in law as well as in equity, which the parties of the first part have in and to the premises hereby conveyed unto the said party of the second part, and his heirs and assigns, to his and their only proper use, benefit, and behoof. [And the said parties of the first part hereby expressly waive, release, relinquish, and convey unto the said party of the second part and his heirs, executors, administrators, and assigns, all right, title, claim, interest, and benefit whatever, in and to the above-described premises, and each and every part thereof, which is given by or results from all laws of the state of pertaining to the exemption of homesteads]. Provided always, and these presents are upon this express condition, that if the said party of the first part, or his heirs, executors, or administrators, shall well and truly pay, or cause to be paid, to the said party of the second part, or his heirs, executors, administrators, or assigns, the aforesaid sum of money, with such interest thereon, at the time and in the manner specified in the above-mentioned note [or, bond] according to the true intent and meaning thereof, then, in that case, these

presents and everything herein expressed shall be absolutely null and void.

In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed, and delivered in presence of	}	[Signature of mortgagor]	[L. S.]
.....		[Signature of wife of mortgagor]	[L. S.]
.....			

INSTALMENT MORTGAGE

This indenture, made the . . . day of . . . , A. D. 19 . . . , between A. B., of . . . , carpenter (hereinafter called mortgagor), of the one part, and the R. E. Company, a corporation organized under the laws of the state of . . . , (hereinafter called mortgagee), of the other part:

Whereas, the said mortgagor, in and by a certain obligation or writing obligatory under his hand and seal duly executed, and bearing even date herewith, stands bound unto the said mortgagee in the sum of . . . dollars, lawful money of the United States of America, conditioned for the payment of the just sum of . . . dollars, lawful money aforesaid, within . . . years from the date hereof, by monthly instalments of not less than . . . dollars each; the first instalment to be paid one month after the date thereof, together with interest at the rate of . . . per cent. per annum, payable monthly; provided, however, and it is thereby expressly agreed, that if at any time default should be made in the payment of any instalment, or of the interest aforesaid, for the space of . . . days after any payment thereof should become due, then and in such case the whole principal debt aforesaid should, at the option of the said obligee, its successors or assigns, be considered due and payable immediately, and payment of the said principal, or so much thereof as then remains unpaid, and of all interest thereon, might be enforced and recovered at once, anything therein contained to the contrary notwithstanding, as in and by the said recited obligation and condition thereof, relation to the same being had will more fully and at large appear:

Now this indenture witnesseth, that the said mortgagor as well for and in consideration of the aforesaid debt or sum of . . . dollars, lawful money aforesaid, and for the better securing the payment thereof unto the said

mortgagee, its successors or assigns, in discharge of the said obligation above recited, as for and in consideration of the further sum of one dollar, lawful money, well and truly paid to the said mortgagor by the said mortgagee at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained, sold, released, and confirmed, and by these presents does grant, bargain, sell, release, and confirm unto the said mortgagee, its successors and assigns, [describe premises conveyed].

To have and to hold the said lot or piece of land, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said mortgagee, its successors and assigns, to and for the only proper use and behoof of the said mortgagee, its successors and assigns, forever. Provided always, nevertheless, that if the said mortgagor, his heirs, executors, administrators, or assigns, do and shall well and truly pay, or cause to be paid, unto the said mortgagee, its successors or assigns, the aforesaid debt or principal sum of dollars by instalments, on the days and times hereinbefore mentioned and appointed for the payment of the same, together with interest as aforesaid, without any fraud or further delay, and without any deduction, defalcation, or abatement to be made of anything, for and in respect to any taxes, charges, or assessments whatsoever, that then and from thenceforth, as well this present indenture, and the estate hereby granted, as the said herein recited obligation, shall cease, determine, and become void, anything hereinbefore contained to the contrary thereof in anywise notwithstanding.

And the said mortgagor for himself, his heirs, executors, administrators, and assigns, covenants and agrees to keep said premises perpetually insured from loss by fire for a sum not less than dollars [said mortgage debt], so that the said mortgagee, its successors or assigns, shall have the security of such insurance; and further that he will, during every year of the continuance of this mortgage, pay all taxes which may be assessed for such year upon the real estate hereinbefore described, and, when requested, shall exhibit to said mortgagee the evidence of such payment. Provided, further, that if said mortgagor shall make default in the payment of any of said instalments, or of the interest as aforesaid, for the space of days, or shall neglect to do and perform the said covenants as to fire insurance and taxes as aforesaid, that thereupon it shall be lawful for the said mortgagee, its successors or assigns, to sue out forthwith a writ of *scire facias* upon this present indenture of mortgage.

and to proceed at once thereon to recover the principal moneys hereby secured, and all interest thereon, and all costs, charges, counsel fees (not exceeding five per cent. of said principal sum), and expenses of every kind which the said mortgagee, its successors or assigns, shall or may sustain or be put to, for or by reason of such default, in recovering the said principal and interest thereon according to law, without further stay, any law or usage to the contrary notwithstanding.

In witness whereof, the said A. B. has hereunto set his hand and seal the day and year first above written.

A. B. [L. S.]

MORTGAGE OF A LEASEHOLD

This indenture, made the . . . day of . . . , A. D. 19 . . . , between A. B., of . . . , in the county of . . . , . . . , and state of . . . , of the first part, and C. D., of . . . , in the county of . . . , and state of . . . , of the second part: Whereas, E. F., of . . . , did, by a certain indenture of lease, bearing date the . . . day of . . . , A. D. 19 . . . , demise, lease, and to farm let, unto the said A. B., and to his heirs, executors, administrators, and assigns, all and singular the premises hereinafter mentioned and described, together with their appurtenances; to have and to hold the same unto the said A. B., and to his heirs, executors, administrators, and assigns, for and during and until the full end and term of . . . years from the . . . day of . . . , A. D. 19 . . . , fully to be complete and ended, yielding and paying therefor unto the said E. F., and to his heirs, executors, administrators, or assigns, the yearly rent or sum of . . . dollars: And whereas, the said party of the first part is justly indebted to the said party of the second part, in the sum of . . . dollars, lawful money of the United States of America, secured to be paid by a certain bond or obligation, bearing even date herewith, conditioned for the payment of the said sum of . . . dollars on the . . . day of . . . , A. D. 19 . . . , and the interest thereon to be computed from the . . . day of . . . , A. D. 19 . . . , at the rate of . . . per centum per annum, to be paid semiannually on the . . . days of . . . and of . . . ; it being hereby expressly agreed that the whole of the said principal sum shall become due at the option of the mortgagee or obligee after default in the payment of interest, taxes, or assessments, or rents as hereinafter provided:

Now this indenture witnesseth, that the said party of the first part, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, and also for and in consideration of the sum of one dollar, paid by the said party of the second part, the receipt whereof is hereby acknowledged, does grant and release, assign, transfer, and set over unto the said party of the second part, and to his heirs, executors, administrators, and assigns forever, [describe premises conveyed]; together with the appurtenances and all the estate and rights of the party of the first part of, in, and to said premises under and by virtue of the aforesaid indenture of lease. To have and to hold the said indenture of lease and the above-granted premises, unto the said party of the second part, his heirs, executors, and assigns, for and during all the rest, residue, and remainder of the said term of years yet to come and unexpired, in said indenture of lease, subject, nevertheless, to the rents, covenants, conditions, and provisions in the said indenture of lease mentioned. Provided always, that if the said party of the first part shall pay unto the said party of the second part the said sum of money mentioned in the condition of said bond or obligation, and the interest thereon, at the time and in the manner mentioned in the said condition, that then these presents and the estate hereby granted shall cease, determine, and be void.

And the said party of the first part covenants with the said party of the second part as follows:

First.—That the party of the first part will pay the indebtedness as hereinbefore provided; and if default shall be made in the payment of any part thereof, the said party of the second part shall have power to sell the premises therein described according to law.

Second.—That the said premises now are free and clear of all encumbrances whatsoever, and that he has good right and lawful authority to convey the same in manner and form hereby conveyed.

Third.—That the party of the first part will keep the buildings on the said premises insured against loss by fire, for the benefit of the mortgagee.

Fourth.—That the party of the first part will pay the rents and other charges mentioned in and made payable by said indenture of lease within . . . days after said rent or charges are payable.

Fifth.—And it is hereby expressly agreed that the whole of the said principal sum shall become due at the option of the said mortgagee or obligee after default in the payment of

any instalment of principal, or after default in the payment of interest for days, or after default in the payment of any rent or other charge made payable by said indenture of lease for . . . days, or after payment of any tax or assessment for . . . days after notice and demand.

In witness whereof, the said party of the first part to these presents has hereunto set his hand and seal the day and year first above written.

A. B. [L. s.]

Sealed and delivered }
in the presence of }
..... }
..... }

MORTGAGES AND TRUST DEEDS USED IN VARIOUS JURISDICTIONS

CALIFORNIA DEED OF TRUST

This deed of trust, made this . . . day of , A. D. 19 . . . , between [name, residence, and occupation of debtor and grantor] of the first part, and [name, residence, and occupation of grantee or grantees, trustee or trustees] parties of the second part, and [name, residence, and occupation of creditor, for whose security the trust is created] of the third part:

Whereas, the said party of the first part has borrowed and received of the said party of the third part, in gold coin of the United States, the sum of dollars, and has agreed to repay the same on the . . . day of , A. D. 19 . . . , to the party of the third part in like gold coin, with interest, according to the terms of a certain promissory note, of even date herewith, executed and delivered therefor by the said party of the first part:

Now this indenture witnesseth, that the said party of the first part, in consideration of the aforesaid indebtedness to the said party of the third part and of one dollar to him in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, and for the purpose of securing the payment of said promissory note, and of any sum or sums of money, with interest thereon, that may be paid or advanced by, or may otherwise be due to the party of the second or third part, under the provisions of this instrument, does by these presents grant, bargain, sell, convey, and

confirm unto the parties of the second part in joint tenancy, and to the survivor of them, their successors and assigns, [describe land or premises granted]. And also, all the estate and interest, homestead, or other claim or demand, as well in law as in equity, which the said party of the first part now has or may hereafter acquire of, in, and to said premises, with the appurtenances. To have and to hold the same to the parties of the second part, as joint tenants (and not as tenants in common), with right of survivorship as such, and to their successors and assigns (said parties of the second part and their successors being hereby expressly authorized to convey, subject to the trusts herein expressed, the lands above described), upon the trusts and confidences hereinafter expressed, to wit:

First.—During the continuance of these trusts, the party of the third part and the parties of the second part, their successors and assigns, are hereby authorized to pay, without previous notice, all taxes, assessments, and liens now subsisting, or which may hereafter be imposed by national, state, county, city, or other authority upon said premises, and on the money so borrowed as aforesaid, to whomsoever assessed, and all or any encumbrances now subsisting, or that may hereafter subsist thereon, which may in their judgment affect said premises or these trusts, at such time as in their judgment they may deem best; or in their discretion, for the benefit and at the expense of the said party of the first part, to contest the payment of any such taxes, assessments, liens, or encumbrances, or defend any suit or proceeding instituted for the enforcement thereof; and in like manner to prosecute or defend any suit or proceeding that they may consider proper to protect the title to said premises, and these trusts shall be and continue as security to the party of the third part, and his assigns, for the repayment, in gold coin of the United States, of the moneys so borrowed by the party of the first part and the interest thereon, and of all amounts so paid out, and costs and expenses incurred as aforesaid, whether paid by the parties of the second or third part, with interest on such payments at the rate of . . . per cent. per month until final repayment.

Secondly.—In case the said party of the first part shall well and truly pay, or cause to be paid at maturity, in gold coin as aforesaid, all sums of money so borrowed as aforesaid, and the interest thereon, and shall upon demand repay or deposit all other moneys secured, or intended to be secured hereby, and also the reasonable expenses of this trust, then the parties of the second part, the survivor of them, their

successors and assigns, shall reconvey all the estate in the premises aforesaid to them by this instrument granted unto the said party of the first part, his heirs and assigns, at his request and cost.

Thirdly.—If default shall be made in the payment of any of said sums of principal or interest, when due, in the manner stipulated in said promissory note, or in the reimbursement of any amounts herein provided to be paid, or of any interest thereon, then the said parties of the second part, or the survivor of them, their successors or assigns, on application of the party of the third part, or his assigns, shall sell the above-granted premises, or such part thereof as in their discretion they shall find it necessary to sell in order to accomplish the objects of these trusts, in the manner following, namely:

They shall first publish the time and place of such sale, with a description of the property to be sold, at least a week for weeks, in some newspaper published in the county of, and may from time to time postpone such sale by publication; and, on the day of sale so advertised, or to which such sale may be postponed, they may sell the property so advertised, or any portion thereof, at public auction, in any county where any part of said property may be situated, to the highest cash bidder; and the holder or holders of said promissory note, their agent or assigns, may bid and purchase at such sale.

And the parties of the second part, their successors or assigns, shall establish as one of the conditions of such sale, that all bids and payments for said property shall be made in like gold coin as aforesaid, and upon such sale they shall make, execute, and after due payment made, deliver to the purchaser or purchasers, his or their heirs and assigns, a deed or deeds of grant, bargain, and sale, of the above-granted premises, and out of the proceeds thereof shall pay:

First.—The expenses thereof, together with the reasonable expenses of this trust, including counsel fees of dollars, in gold coin, which shall become due upon any default made by the party of the first part in any of the payments aforesaid.

Second.—All sums which may have been paid by the said party of the third part, or the parties of the second part, their successors or assigns, or the holders of the note aforesaid, and not reimbursed, and which may then be due, whether paid on account of encumbrances or insurance, as aforesaid, or in the performance of any of the trusts herein created,

and with whatever interest may have accrued thereon; next the amount due and unpaid on said promissory note, with whatever interest may have accrued thereon; and lastly, the balance or surplus of such proceeds, if any, to said party of the first part, his heirs or assigns.

And in the event of a sale of said premises, or any part thereof, and the execution of a deed or deeds therefor, under these trusts, then the recitals therein of default and publication shall be conclusive proof of such default and of due publication of such notice; and any such deed or deeds, with such recitals therein, shall be effectual and conclusive against the said party of the first part, his heirs or assigns, and all other persons; and the receipt for the purchase-money contained in any deeds executed to the purchaser, as aforesaid, shall be sufficient discharge to such purchaser from all obligation to see to the proper application of the purchase-money, according to the trusts aforesaid.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Duly signed, sealed,
and delivered in the
presence of
.....
.....

[Signature]

[L. S.]

CONNECTICUT MORTGAGE-DEED

To all people to whom these presents shall come:

Greeting: Know ye that I, A. B., of the town of, county of, and state of, for the consideration of dollars, received to my full satisfaction of C. D., of, do give, grant, bargain, sell, and confirm unto the said C. D., his heirs and assigns, [describe premises conveyed]. To have and to hold the above-granted and bargained premises, with the appurtenances thereof, unto the said grantee, his heirs and assigns forever, to his and their own proper use and behoof. And also the said grantor does for himself, his heirs, executors, and administrators, covenant with the said grantee, his heirs and assigns, that at and until the ensealing of these presents he is well seized of the premises as a good indefeasible estate in fee simple, and has a good right to bargain and sell the same in manner and form as is above written; and that the same is free from all encumbrances whatsoever [state exceptions, if any]. And furthermore, A. B., the said grantor, does by these presents

bind himself and his heirs forever to warrant and defend the above-granted and bargained premises to C. D., the said grantee, his heirs and assigns, against all claims and demands whatsoever [state exceptions, if any].

The condition of this deed is such, that whereas the said grantor is justly indebted to the said grantee in the sum of dollars, as evidenced by his promissory note [or, bond] of even date herewith, payable to the said grantee or order Now, therefore, if said note [or, bond] shall be well and truly paid according to the tenor thereof, then this deed shall be void; otherwise, to remain in full force and effect.

In witness whereof, I have hereunto set my hand and seal this . . . day of, A. D. 19

Signed, sealed, and delivered in presence
of
.....
.....

A. B. [L. s.]

GEORGIA MORTGAGE-DEED

State of Georgia, }
County of } ss.

This indenture, made the . . . day of, A. D. 19 . . . , between, of the county of, of the one part, and, of the county of, of the other part, witnesseth, that the said party of the first part, for and in consideration of the sum of five dollars in hand paid, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for the securing of the below-mentioned debts has granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, convey, and confirm unto the said party of the second part, his heirs and assigns, [describe premises conveyed]. To have and to hold the said granted premises, with all and singular the rights, members, and appurtenances thereto appertaining, to the only proper use, benefit, and behoof of the said grantee, his heirs, executors, administrators, and assigns, in fee simple; and the said grantor the said granted premises unto the said grantee, his heirs, executors, administrators, and assigns, against the said grantor, his heirs, executors, and administrators, and against all and every other person or persons, shall and will warrant and forever defend

by virtue of these presents. Provided, however, that this conveyance shall be void when the following described debts are fully paid off and discharged, to wit: And in order to further secure said debts, the grantor waives all right of homestead and exemption under the constitution and laws of Georgia, specially as to said mortgaged property, and generally as to all of grantor's property.

In witness whereof, the said grantor has hereunto set his hand, affixed his seal, and delivered these presents the day and year first above written.

Signed, sealed, and	} [L. S.]
delivered in pres-	
ence of	
.	

ILLINOIS STATUTORY FORM OF MORTGAGE

This indenture witnesseth, that the mortgagor, [name of mortgagor], of the, in the county of, and state of, mortgages and warrants to [name of mortgagee], of the, county of, and state of, to secure the payment of that certain promissory note [or other indebtedness], executed by the mortgagor, bearing even date herewith, payable to the order of the mortgagee, the following described real estate, to wit: [describe the premises conveyed], [hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state].

Dated this . . . day of, A. D. 19 [L. S.]

[The release contained within the last brackets foregoing is to be used only in a mortgage of a homestead.]

INDIANA DEED OF MORTGAGE

This indenture witnesseth, that I, [name and occupation of grantor or grantors], of county, in the state of, do hereby mortgage and warrant to [name and occupation of grantee or grantees], of county, in the state of, the following real estate, in county, in the state of Indiana, to wit: [describe land or premises granted], to secure the

payment, when it becomes due, of that certain note [describe the note or other indebtedness, and when due]; and the mortgagor expressly agrees to pay the sum of money above secured, without relief from valuation laws.

In witness whereof, the mortgagor has hereunto set his hand this . . . day of . . . , A. D. 19 . . .

.....
[Signature]

KANSAS MORTGAGE

This indenture, made this . . . day of . . . , A. D. 19 . . . , between [name and occupation of grantor or grantors], of . . . , in the county of . . . , and state of . . . , of the first part, and [name, residence, and occupation of grantee or grantees], of the second part, witnesseth, that the said party of the first part, in consideration of the sum of . . . dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell, and mortgage to the said party of the second part, his heirs and assigns, forever, all that tract or parcel of land situate in the county of . . . , and state of Kansas; described as follows, to wit: [describe land or premises granted], with the appurtenances, and all the estate, title, and interest of the said party of the first part therein.

This grant is intended as a mortgage to secure the payment of the sum of . . . dollars according to the terms of [describe note, bond, or other indebtedness]. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in said payment, or any part thereof, as provided, then this conveyance shall become absolute, and it shall be lawful for said party of the second part, his executors, administrators, and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale, to retain the amount then due for principal and interest, and also for statutory damages in case of protest, together with the costs and charges of making such sale, and . . . per cent. on the amount secured by this mortgage, as a reasonable attorney's fee for foreclosure hereof, and the overplus, if any there be, shall be paid by the party making such sale, to the said [grantor], his heirs or assigns; and for the said consideration, the said party of the first part hereby waives appraisalment of said real estate.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed, and
delivered in the
presence of
.....
.....

..... [Signature] [L. S.]

LOUISIANA MORTGAGE-DEED

State of Louisiana, }
Parish of }

Be it known, that on the . . . day of . . . , A. D. 19 . . . , and of the independence of the United States of America, . . . , before me, . . . , a notary public in and for the parish of . . . , state of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared A. B., of . . . , who declared that he is justly and truly indebted unto E. F. in the sum of . . . dollars, borrowed money this day had; in settlement and as evidence thereof the said A. B. has made and furnished his promissory note for like sum of . . . dollars, drawn to the order of and indorsed by himself, dated this day, and made payable at . . . , with interest at the rate of . . . , from and after maturity, if not then paid, until final payment, which said note, after having been paraphed by me, the said notary, to indentify it, herewith, was delivered to the said E. F., who thereby acknowledges the receipt thereof. Now, in order to secure the full and punctual payment of the said note, in capital and interest, at maturity, the said A. B. moreover declared that he does by these presents specially mortgage and hypothecate in favor of the said E. F., his heirs and assigns, and of any and all such person or persons as may hereafter be the holder or holders of the said note, the following described property, to wit: [description of property.] The said property is so to remain mortgaged and hypothecated until the full and final payment of the aforesaid note in capital and interest; the said mortgagor hereby binding himself and his heirs not to alienate, deteriorate, nor encumber the same to the prejudice of these presents, which are accepted by said mortgagee.

And the said A. B. further declared that he does by these presents bind and obligate himself to cause all and singular

the buildings and improvements on the lot of ground afore described to be insured and kept insured against the risk of fire, by one of the insurance companies of this city, in the sum of dollars, until the full and final payment of the afore-described note, and to transfer and deliver unto the said mortgagee the policy or policies of such insurance or insurances; in default whereof, said mortgagee, and any and all holders of said note, is and are hereby authorized to cause such insurance or insurances to be made, and effected at the cost, charge, and expense of the said mortgagor. But this clause shall not be construed as obligatory on such holder or holders, or as making them liable for any loss, damage, or injury which may result from the non-insurance of said buildings.

And the said mortgagor further declared that he does by these presents consent, agree, and stipulate that, in the event of the said note not being punctually paid at maturity, it shall be lawful for, and he does hereby authorize, the said mortgagee, or any other holder or holders thereof, to cause all and singular the property hereinbefore described, and herein mortgaged, to be seized and sold under executory process (issued by any competent court) without appraisement, to the highest bidder, payable in cash; the said mortgagor herein expressly dispensing with all and every appraisement thereof, and by these presents waiving and renouncing the benefit of appraisement, and of all laws or parts of laws relative to the appraisement of movable or immovable effects, etc., seized and sold under executory or other legal process, the said mortgagor hereby confessing judgment in favor of said mortgagee, and such person or persons who may be holder or holders of said note, for the full amount thereof, capital and interest, together with all costs, charges, and expenses whatsoever.

And the said mortgagor further declares that he does, by these presents, bind and obligate himself and his heirs to pay and reimburse unto said mortgagee, and such person or persons as may be the holder or holders of said note, all such lawyer's or attorney's fees, together with all such costs, charges, and expenses as said mortgagee, or any such holder or holders, shall or may incur or pay, in the event of the non-payment of said note at maturity; said attorney's fees, however, to be fixed at per cent. on the amounts so in suit.

Now, to secure the faithful performance of the foregoing obligation, and the reimbursement and payment of the said lawyer's or attorney's fees, costs, charges, and expenses

aforesaid, and the reimbursement and payment of all premium or premiums as shall be paid by the said mortgagee, or any holder or holders of the aforesaid note, in causing insurance to be effected, on default of said mortgagor as aforesaid, the said mortgagor, by these presents, further specially mortgages and hypothecates the hereinbefore described property unto and in favor of the said mortgagee, and all holders of said note.

And now to these presents personally came and appeared Madam C. B., the wife, of lawful age, of the said A. B., who, after having taken cognizance of the foregoing act, which I, the said notary, carefully read and explained to her, declared and said that she approves and ratifies the same, and that it is her wish and intention to release in favor of the said mortgagee the property herein described from the matrimonial, dotal, paraphernal, and other rights, and from any claims, mortgages, or privileges to which she is or may be entitled, whether by virtue of her marriage with her said husband or otherwise.

Whereupon I, the said notary, did inform the said C. B., apart and out of the presence and hearing of her husband, that by the laws of this state the wife has a legal mortgage on the property of her husband: First, for the restitution of her dowry, and for the reinvestment of the dotal property sold by her husband, and which she brought in marriage, reckoning from the celebration of the marriage. Secondly, for the restitution and reinvestment of the dotal property by her acquired since marriage, whether by succession or by donation, from the day the succession was opened, or the donation perfected. Thirdly, for the nuptial presents. Fourthly, for debts by her contracted with her husband. And fifthly, for the amount of her paraphernal property alienated by her, and received by her husband, or otherwise disposed of for his individual interest: That in making her intended renunciation she would deprive herself irrevocably and forever of all rights of reclamation against the property herein described, whether under mortgage privilege, or otherwise.

And the said C. B. did thereupon declare unto me, notary, that she was fully aware of and acquainted with the nature and extent of the matrimonial, dotal, paraphernal, and other rights and privileges thus secured to her by law on the property of her said husband, and that she nevertheless did persist in her intention of renouncing, and does formally renounce, not only all the rights, claims, and privileges hereinbefore enumerated and described, but all others of any nature and kind whatever, to which she is, or may be,

entitled by any laws now or heretofore in force in the state of Louisiana.

And the said A. B. being now present, aiding and authorizing the said C. B. in the execution of these presents, she, the said C. B., did again declare that she did and does hereby make a formal renunciation and relinquishment of all her said matrimonial, dotal, paraphernal, and other rights, claims, and privileges, in favor of said mortgagee, binding herself and her heirs at all times to sustain and acknowledge the validity of this renunciation.

Thus done and passed, in my office at aforesaid, in the presence of G. H. and J. K., witnesses, both of this city, who hereunto sign their names with the parties, and me, the said notary, the day and date aforesaid.

Original signed:		A. B.
G. H. }		C. B.
J. K. }		

MARYLAND MORTGAGE FEE

This mortgage, made this . . . day of, A. D. 19 . . . , by A. B., of , witnesseth, that in consideration of dollars, the said A. B. does grant unto C. D., his heirs and assigns, in fee simple, [describe premises conveyed], together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances, and advantages, thereto belonging, or in anywise appertaining. To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said C. D., his heirs and assigns, forever. Provided, that if the said A. B., his heirs, personal representatives, or assigns, shall pay and shall perform all the covenants herein on his and their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said A. B. shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said A. B., for himself, his heirs, personal representatives, and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt shall be

deemed due and demandable; and it shall be lawful for the said C. D., his personal representatives and assigns, or his or their attorney or agent, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest, and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in the manner following, viz.: Upon giving twenty days' notice of the time, place, and manner and terms of sale, in some newspaper printed in county, and such other notice as by the said mortgagee, his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply; first, to the payment of all expenses incident to such sale including a fee of dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the state of Maryland; secondly, to the payment of all claims of the said mortgagee, his personal representatives and assigns, under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said mortgagor, his personal representatives or assigns, or to whoever may be entitled to the same.

And the said A. B., for himself, his personal representatives and assigns, does further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on the hereby mortgaged land to the amount of at least dollars, and to cause the policy to be effected thereon, so framed or indorsed, as in case of fire, to inure to the benefit of the said mortgagee, his personal representatives and assigns, to the extent of the lien or claim hereunder.

Witness the hand and seal of the said mortgagor.

Attest:

A. B. [L. s.]

. }

State of Maryland, } to wit:
County of }

I hereby certify, that on this . . . day of, A. D. 19 , before me,, of the state of, in and for the county aforesaid, personally appeared A. B., the mortgagor named in the foregoing mortgage, and acknowledged the foregoing mortgage to be his act. At the same time also appeared C. D. and made oath

in due form of law, that the consideration set forth in said mortgage is true and *bona fide* as therein set forth. And also made oath on the Holy Evangel of Almighty God and in due form of law, that he had not required the mortgagor, his agent or attorney, or any person for the said mortgagor, to pay the tax levied upon the interest covenanted to be paid, in advance, nor will he require the same to be paid by the mortgagor, or any person for him, during the existence of this mortgage.

[Signatures of both parties]

MASSACHUSETTS MORTGAGE

Know all men by these presents, that A. B., of
, in consideration of dollars, paid by
 C. D., of, the receipt whereof is hereby
 acknowledged, does hereby give, grant, bargain, sell, and
 convey unto the said C. D., his heirs and assigns, [describe
 premises conveyed]. To have and to hold the granted prem-
 ises, with all the privileges and appurtenances thereto belong-
 ing, to the said C. D. and his heirs and assigns, to their own
 use and behoof forever. And the said A. B. hereby, for him-
 self and his heirs, executors, and administrators, covenants
 with the grantee and his heirs and assigns that he is lawfully
 seized in fee simple of the granted premises; that they are
 free from all encumbrances, that he has good right to sell
 and convey the same as aforesaid; and that he will, and his
 heirs, executors, and administrators shall, warrant and defend
 the same to the grantee and his heirs and assigns forever
 against the lawful claims and demands of all persons.

Provided, nevertheless, that if the said A. B., or his heirs,
 executors, administrators, or assigns, shall pay unto the
 grantee, or his executors, administrators, or assigns, the
 sum of dollars, in years from this
 date, with interest semiannually at the rate of . . . per cent.
 per annum, and until such payment shall pay all taxes and
 assessments, to whomsoever laid or assessed, whether on the
 granted premises or on any interest therein, or on the debt
 secured hereby; shall keep the buildings on said premises
 insured against fire, in a sum not less than
 dollars for the benefit of the grantee and his executors,
 administrators, and assigns, in such form and at such insur-
 ance offices as they shall approve, and, at least two days
 before the expiration of any policy on said premises, shall
 deliver to him or them a new and sufficient policy to take the
 place of the one so expiring; and shall not commit or suffer

any strip or waste of the granted premises, or any breach of any covenant herein contained; then this deed, as also that certain note of even date herewith, signed by the said A. B., whereby he promises to pay to the grantee or order the said principal sum and instalments of interest at the times aforesaid, shall be void. But upon any default in the performance or observance of the foregoing condition, the grantee, or his executors, administrators, or assigns, may sell the granted premises, or such portion thereof as may remain subject to this mortgage in case of any partial release hereof, together with all improvements that may be thereon, by public auction in said, first publishing a notice of the time and place of sale once each week for three successive weeks in some one newspaper published in said, and may convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee simple; and such sale shall forever bar the said A. B., and all persons claiming under him from all right and interest in the granted premises, whether at law or in equity. And out of money arising from such sale the grantee, or his representatives, shall be entitled to retain all sums then secured by this deed, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by them by reason of any default in the performance or observance of the said condition, rendering the surplus, if any, to the said A. B., or his heirs or assigns; and the said A. B., hereby, for himself and his heirs or assigns, covenants with the grantee, and his heirs, executors, administrators, and assigns, that, in case a sale shall be made under the foregoing power, he, or they, will, upon request, execute, acknowledge, and deliver to the purchaser or purchasers a deed or deeds of release confirming such sale.

And it is agreed that the grantee, or his executors, administrators or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid, and that no other purchaser shall be answerable for the application of the purchase-money; and that, until default in the performance or observance of the condition of this deed, the said A. B. and his heirs and assigns may hold and enjoy the granted premises and receive the rents and profits thereof.

In witness whereof, the said A. B. has hereunto set his hand and seal this . . . day of, A. D. 19

Signed and sealed in
the presence of
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A. B. [L. s.]

[In case the mortgagor be a married man, the following form of release of dower and homestead rights should be inserted: "And for the consideration aforesaid, [wife of mortgagor] hereby releases unto the said grantee, his heirs and assigns, all right of or to both dower and homestead in the aforesaid granted premises."]

MICHIGAN MORTGAGE-COMMITTEE FORM

This mortgage, made the . . . day of . . . A. D. 19 . . . , by . . . , mortgagor, unto . . . , mortgagee, witnesseth, that the said mortgagor, in consideration of the sum of . . . dollars, the receipt of which is acknowledged; and for the purpose of securing the repayment of the said sum, with interest, as hereinafter provided, and the performance of the covenants hereinafter contained, hereby mortgages and warrants unto the said mortgagee, his heirs and assigns, the lands, premises, and property situated in the . . . of . . . , county of . . . , and state of Michigan, described as follows, to wit: . . . , together with the hereditaments and appurtenances thereof.

And the said . . . , mortgagor, for himself, his heirs, executors, and administrators, hereby covenants with the said mortgagee, his legal representatives and assigns, as follows:

First.—Said mortgagor will pay to the said mortgagee, his legal representatives and assigns, the said sum of . . . dollars, . . . with interest thereon at the rate of . . . per cent. per annum, payable semiannually, until the full payment of said principal sum, according to the terms of [debt, bond, note] bearing even date herewith, executed by . . . to the said mortgagee, and will pay interest at the rate of . . . per cent. per annum, semiannually, upon all overdue interest or principal from the time of its maturity.

Second.—The said mortgagor, within forty days after the same become due and payable, will pay all taxes and assessments which shall be levied upon the said lands, or upon, or on account of, this mortgage, or the indebtedness secured hereby, or upon the interest or estate in said lands created or represented by this mortgage, or by said indebtedness, whether levied against the said mortgagor, his legal representatives or assigns, or otherwise; and said mortgagor hereby waives any and all claim or right against said mortgagee, his legal representatives or assigns, to any payment or rebate on, or offset against, the interest or principal of said mortgage debt, by reason of the payment of any of the aforesaid taxes or assessments.

Third.—The said mortgagor will also keep all buildings erected and to be erected upon said lands insured against loss and damage by fire, with insurers, and to an amount, approved by the mortgagee, as a further security to said mortgage debt, and assign and deliver to the mortgagee all insurance upon said property.

Fourth.—If said mortgagor make default in the payment of any of the aforesaid taxes or assessments, or in procuring and maintaining insurance, as above covenanted, said mortgagee, his legal representatives or assigns may pay such taxes and effect such insurance, and the sums so paid shall be a further lien on said premises under this mortgage, payable forthwith, with interest at the rate of . . . per cent. per annum.

Fifth.—Should default be made in the payment of said principal, or interest, or taxes, or insurance premiums, or any part thereof, when the same are payable as above provided, and should the same, or any part thereof, remain unpaid for the period of thirty days, then the aforesaid principal sum, with all the arrearages of interest, taxes, and insurance premiums, shall, at the option of said mortgagee, his legal representatives and assigns, become payable immediately thereafter, although the period above limited for the payment thereof shall not then have expired, anything hereinbefore contained to the contrary thereof in anywise notwithstanding.

Sixth.—Said mortgagor shall pay to said mortgagee, his legal representatives and assigns, the sum of dollars, as a reasonable solicitor's fee, in addition to all other legal costs, as often as any proceeding is taken in equity to foreclose this mortgage for default in any of its covenants, which sum shall be an additional lien on said premises.

Seventh.—All the aforesaid covenants shall run with the land.

Eighth.—Upon default being made in any of the aforesaid covenants, the said mortgagee and his legal representatives and assigns are hereby authorized and empowered to grant, bargain and sell, release and convey the said premises, property, and appurtenances, at public vendue, and to execute and deliver to the purchasers at such sale, good and sufficient deeds of conveyance in law, pursuant to the statute in such case made and provided, rendering any surplus moneys, after payment of the moneys due hereon, the attorney's fee provided by law, and the costs and charges of such vendue and sale, to the said mortgagor, his heirs, legal representatives, and assigns.

In witness whereof, the said mortgagor has hereunto set his hand and seal the day and year first above written.

Signed, sealed, and	} [L. S.]
delivered in pres-	
ence of	
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MINNESOTA MORTGAGE-DEED

This indenture, made this . . . day of . . . , A. D. 19 . . . , between . . . , party of the first part, and party of the second part:

Witnesseth, that the said party of the first part, for and in consideration of the sum of dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, and convey to the said party of the second part, his heirs and assigns, forever, all that tract or parcel of land lying and being in the county of and state of Minnesota, described as follows, to wit: To have and to hold the same, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto the said party of the second part, his heirs and assigns, forever. And the said party of the first part, does covenant with the said party of the second part, his heirs and assigns, as follows: That he is lawfully seized of said premises; second, that he has good right to convey the same; third, that the same are free from all encumbrances, ; and, fourth, that the said party of the second part, his heirs and assigns, shall quietly enjoy and possess the same; and that the said party of the first part will warrant and defend the title to the same against all lawful claims.

Provided, nevertheless, that if the said party of the first part, his heirs, executors, or administrators, shall well and truly pay, or cause to be paid, to the said party of the second part, his heirs, executors, administrators, or assigns, the sum of dollars, and interest, according to the condition of note [or, bond], bearing even date herewith, and also to pay all taxes which now are or may be hereafter assessed on said premises as they shall become due, then this deed to be null and void. But if default shall be made in the payment of said sum of money, or the interest, or the taxes, or any part thereof, at the time and in the manner hereinbefore or hereinafter specified for the payment thereof,

the said party of the first part in such case does hereby authorize and fully empower the said party of the second part, his heirs, executors, administrators, or assigns, to sell the said hereby granted premises, and convey the same to the purchaser, in fee simple, agreeably to the statute in such case made and provided, and out of the moneys arising from such sale to retain the principal and interest which shall then be due on said note [or, bond], and all taxes upon said lands, together with all costs and charges, and also the sum of dollars as attorney's fees, and pay the overplus, if any, to the said party of the first part, his heirs, executors, administrators, or assigns.

And the said does further covenant and agree to and with the said party of the second part, his heirs, executors, administrators, and assigns, to pay said sum of money above specified at the time and in the manner above mentioned, together with all the costs and expenses, if any there shall be, and also in case of the foreclosure of this mortgage, the sum of dollars, as attorney's fees in addition to all sums and costs allowed in that behalf by law, which said sum is hereby acknowledged and declared to be a part of the debt hereby secured, and which shall be assessed and payable as part of said debt, and that he will pay all taxes and assessments of every nature that may be assessed on said premises or any part thereof, previous to the day appointed by law for the sale of lands for town, city, county, or state taxes. And if default be made by the party of the first part in any of the foregoing provisions, it shall be lawful for the party of the second part, his heirs, executors, administrators, or assigns, or his or their attorney, to declare the whole sum above specified to be due.

In testimony whereof, the said party of the first part has hereunto set his hand and affixed his seal the day and year first above written. [L. S.]

Signed, sealed, and delivered in presence
of
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NEW JERSEY MORTGAGE

[Tax clause of 1876 with insurance.]

This indenture, made the . . . day of A. D. 19 . . . ,
between , of the of , in
the county of , and state of , of the first

part, and, of the of, in the county of, and state of, of the second part, witnesseth, that the said party of the first part, for and in consideration of the sum of dollars, lawful money of the United States of America, to him in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part therewith fully satisfied, contented, and paid, has given, granted, bargained, sold, aliened, enfeoffed, conveyed, and confirmed, and by these presents does give, grant, bargain, sell, alien, enfeoff, convey, and confirm to the said party of the second part, and to his heirs and assigns, forever, all that tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the of, in the county of and state of New Jersey [describe premises conveyed], together with all and singular, the profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining; and also all the estate, right, title, interest, property, claim, and demand whatsoever of the said party of the first part, of, in, and to the same, and of, in, and to every part or parcel thereof; to have and to hold, all and singular the above-described tract or parcel of land and premises, with the appurtenances unto the said party of the second part, his heirs and assigns, to the only proper use, benefit, and behoof of the said party of the second part, his heirs and assigns forever; provided always, and it is agreed by and between the parties to these presents, that if the said [mortgagor], his heirs, executors or administrators, do and shall well and truly pay, or cause to be paid to the said, party of the second part, or to his certain attorney or attorneys, heirs, executors, administrators, or assigns, the sum of dollars, in . . . years from the date hereof, with lawful interest for the same at the rate of per centum per annum, payable semiannually, according to the condition of a certain bond bearing even date herewith, without any deduction or defalcation for taxes, assessments, or any other imposition whatsoever; then, and from thenceforth, these presents and said obligation, and everything herein and therein contained, shall cease and be void, anything herein and therein contained to the contrary in anywise notwithstanding; and the said [mortgagor], for himself, his heirs, executors, and administrators, does covenant and grant to and with the said party of the second part, his heirs and assigns, that the said party of the first part, his heirs and assigns, shall not,

nor will apply for, or claim any deduction by reason of this mortgage from the taxable value of the said lands and premises; and that the said party of the second part, his heirs and assigns, shall and may from time to time, and at all times after default shall be made in the performance of the proviso or condition herein contained, peaceably and quietly enter into, have, hold, use, occupy, possess, and enjoy all and singular the above-granted and bargained premises, with the appurtenances, without the let, suit, trouble, hindrance, or denial of the said [mortgagor], his heirs or assigns, or any other person or persons whatsoever. And it is also agreed by and between the parties to these presents, that the said party of the first part shall and will keep the buildings erected and to be erected upon the lands above conveyed, insured against loss or damage by fire, in some safe and responsible insurance company or companies, to an amount not less than dollars, and assign the policy and certificate thereof to the said party of the second part, as collateral security for the payment of the principal and interest aforesaid; and in default thereof it shall be lawful for the said party of the second part to effect such insurance, and the premium and premiums paid for effecting the same shall be a lien on the said mortgaged premises, added to the amount of the said bond or obligation, and secured by these presents, and payable on demand with legal interest.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written. [L. S.]

Signed, sealed, and de-
livered in the pres-
ence of

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NEW YORK MORTGAGE

[Interest, insurance, taxation, assessment, and warranty clauses; New York statute of 1890.]

This indenture, made the . . . day of, A. D. 19 . . . , between, party of the first part, and, party of the second part: Whereas, the said [mortgagor] is justly indebted to the said party of the second part, in the sum of dollars, lawful money of the United States, secured to be paid by his certain bond or

obligation bearing even date herewith, conditioned for the payment of the said sum of dollars, on the day of, and the interest thereon, to be computed from, at the rate of . . . percentum per annum, and to be paid; it being thereby expressly agreed that the whole of the said principal sum should become due after default in the payment of interest, taxes, or assessments, as hereinafter provided:

Now this indenture witnesseth, that the said party of the first part, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, and also for and in consideration of one dollar, paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby grant and release unto the said party of the second part, and to his heirs and assigns, forever, [describe premises conveyed], together with the appurtenances and all the estate and rights of the party of the first part in and to said premises, to have and to hold the above-granted premises unto the said party of the second part, his heirs and assigns, forever. Provided always, that if, the said party of the first part, his heirs, executors, or administrators, shall pay unto the said party of the second part, his executors, administrators, or assigns, the said sum of money mentioned in the condition of the said bond or obligation and the interest thereon, at the time and in the manner mentioned in the said condition, that then these presents and the estate hereby granted shall cease, determine, and be void.

And the said, party of the first part, covenants with the party of the second part as follows:

First.—That, the party of the first part, will pay the indebtedness as hereinbefore provided, and if default be made in the payment of any part thereof, the party of the second part shall have power to sell the premises therein described, according to law.

Second.—That, the party of the first part, will keep the buildings on the said premises insured against loss by fire, for the benefit of the mortgagee.

Third.—That the whole of the said principal sum shall become due, at the option of the said party of the second part, after default in the payment of interest for days, or after default in the payment of any tax or assessment after notice and demand. And that the said party of the first part will execute any further necessary assurance of the title to the mortgaged premises, and will forever warrant said title.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written. [L. S.]

In presence of }
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PENNSYLVANIA SCIRE FACIAS MORTGAGE

[Insurance, tax receipts, and attorney's commission clauses.]

This indenture, made the . . . day of . . . , A. D. 19 . . . , between A. B., of . . . , (hereinafter called mortgagor), of the one part, and C. D., of . . . , (hereinafter called mortgagee), of the other part:

Whereas, the said mortgagor, in and by his obligation or writing obligatory under his hand and seal, duly executed, bearing even date herewith, stands bound unto the said mortgagee in the sum of . . . dollars, lawful money of the United States of America, conditioned to keep and maintain at all times, until the full discharge of the said obligation, a policy or policies of insurance in good and approved company or companies, duly assigned as collateral security to the mortgagee or his executors, administrators, or assigns, to an amount not less than . . . dollars, upon the buildings on the premises hereinafter described, and conditioned for the payment of the just sum of . . . dollars, lawful money as aforesaid, together with interest thereon, payable . . . at the rate of . . . per cent. per annum, without any fraud or further delay; and for the production to the said mortgagee or his executors, administrators, or assigns, on or before the . . . day of . . . of each and every year, of receipts for all taxes of the current year assessed upon the mortgaged premises; provided, however, and it is hereby expressly agreed, that if at any time default shall be made in the payment of interest as aforesaid, for the space of . . . days after any . . . payment thereof shall fall due, or in the prompt and punctual maintenance of said insurance so assigned as aforesaid, or in such production to the mortgagee or his executors, administrators, or assigns, on or before the . . . day of . . . of each and every year, of such receipts for such taxes of the current year upon the premises mortgaged, then and in such case the whole principal debt aforesaid, shall, at the option of the said mortgagee or his executors, administrators, or assigns, become due and payable immediately; and payment of the said principal debt, . . . , and all interest thereon,

may be enforced and recovered at once, anything therein contained to the contrary notwithstanding; and provided further, however, and it is thereby expressly agreed, that if at any time thereafter, by reason of any default in the maintenance of said insurance, or in payment, either of said principal sum,, at maturity, or of said interest, or in production of said receipts for taxes, within the time specified, a writ of *fieri facias* is properly issued upon the judgment obtained upon said obligation, or by virtue of said warrant of attorney, or a writ of *scire facias* is properly issued upon this indenture of mortgage, an attorney's commission for collection, viz., . . . per cent., shall be payable, and shall be recovered in addition to all principal and interest besides costs of suit, as in and by the said recited obligation and the condition thereof, relation being thereunto had may more fully and at large appear:

Now this indenture witnesseth, that the said mortgagor, as well for and in consideration of the aforesaid debt or principal sum of dollars, and for the better securing the payment of the same, with interest as aforesaid, unto the said mortgagee, his executors, administrators, and assigns, in discharge of the said recited obligation, as for and in consideration of the further sum of one dollar unto him in hand well and truly paid by the said mortgagee, at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, enfeoffed, released, and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release, and confirm unto the said mortgagee, his heirs and assigns, [describe premises conveyed]; together with all and singular the buildings, ways, waters, watercourses, rights, liberties, privileges, improvements, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, issues, and profits thereof; to have and to hold the said hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said mortgagee, his heirs and assigns, to and for the only proper use and behoof of the said mortgagee, his heirs and assigns, forever.

Provided always, nevertheless, that if the said mortgagor, his heirs, executors, administrators, or assigns, do and shall well and truly pay, or cause to be paid, unto the said mortgagee, his executors, administrators, or assigns, the aforesaid debt or principal sum of dollars, on the days and times hereinbefore mentioned and appointed for payment of the same, together with interest as aforesaid, and

shall produce to the said mortgagee, or his executors, administrators, or assigns, on or before the . . . day of . . . of each and every year, receipts for all insurance so assigned as aforesaid, without any fraud or further delay, and without any deduction, defalcation, or abatement to be made of anything herein mentioned to be paid or done, that then, and from thenceforth, as well this present indenture, and the estate hereby granted, as the said recited obligation, shall cease, determine, and become void, anything hereinbefore contained to the contrary thereof, in anywise notwithstanding. And provided also, that it shall and may be lawful for the said mortgagee, his executors, administrators, or assigns, when and as soon as the principal debt or sum hereby secured shall become due and payable as aforesaid, or in case default shall be made for the space of . . . days in the payment of interest on the said principal sum, after any . . . payment thereof shall fall due, or in the prompt and punctual maintenance of said insurance so assigned as aforesaid, or in case there shall be default in the production to the said mortgagee, or his executors, administrators, or assigns, on or before the . . . day of . . . of each and every year, of such receipts for such taxes of the current year assessed upon the mortgaged premises, to sue out forthwith a writ or writs of *scire facias* upon this indenture of mortgage, and to proceed thereon to judgment and execution, for the recovery of the whole of said principal debt, and all interest due thereon, together with an attorney's commission for collection, viz., . . . per cent., besides costs of suit, without further stay, any law, usage, or custom to the contrary notwithstanding.

In witness whereof, the said party of the first part has hereunto set his hand and seal. Dated the day and year first above written. [L. S.]

Sealed and delivered }
in the presence of }
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SOUTH CAROLINA MORTGAGE

[Insurance, tax, and attorney's fees clauses.]

State of South Carolina, }
County of } ss.

To all whom these presents may concern, I [name, residence, and occupation of mortgagor], send greeting:

Whereas,, the said mortgagor, in and by his certain bond or obligation bearing date . . . , stands firmly held and bound unto [name of mortgagee] in the penal sum of dollars, conditioned for the payment of the full and just sum of dollars, as in and by the said bond and condition thereof, reference being thereunto had will more fully appear.

Now know all men, that I, the said [mortgagor], in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said [mortgagee], according to the condition of the said bond; and also in consideration of the further sum of three dollars, to me, the said [mortgagor], in hand well and truly paid by the said [mortgagee] at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell, and release unto the said [mortgagee], his heirs and assigns, [describe premises conveyed], together with all and singular the rights, members, hereditaments, and appurtenances to the said premises belonging, or in anywise incident or appertaining. To have and to hold, all and singular the said premises unto the said [mortgagee], his heirs and assigns, forever. And I do hereby bind myself, my heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said [mortgagee], his heirs and assigns, from and against me, my heirs, executors, administrators, and assigns lawfully claiming or to claim the same or any part thereof.

And it is agreed, by and between the said parties, that the said [mortgagor], his heirs, executors, or administrators, shall and will forthwith insure the house and buildings on said lot and keep the same insured from loss or damage by fire, and assign the policy of insurance to the said [mortgagee], his executors, administrators, and assigns, and in case he or they shall at any time neglect or fail so to do, then the said [mortgagee], his executors, administrators, or assigns, may cause the same to be insured in their own name, and reimburse themselves for the premium and expenses of such insurance under the mortgage. Provided always, nevertheless, and it is the true intent and meaning of the parties to these presents, that if, the said mortgagor, do and shall well and truly pay, or cause to be paid unto the said [mortgagee] the said debt or sum of money aforesaid, with the interest thereon, if any shall be due, according to the true intent and meaning of the said bond and condition

thereunder written, and all sums of money provided to be paid by the said [mortgagor], his heirs, executors, administrators, or assigns, under the covenants of this mortgage, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise, it shall remain in full force and virtue. And it is agreed, by and between the said parties, that [mortgagor] is to hold and enjoy the said premises until default of payment shall be made.

And it is further agreed and covenanted by and between the said parties that until the debt hereby secured be paid, the said mortgagor, his heirs, executors, administrators, or assigns, shall and will pay all taxes on the property hereby mortgaged when due and payable, and in case they fail to do so, the said mortgagee, his executors, administrators, or assigns may pay said taxes together with costs or penalties incurred thereon or any part thereof, and reimburse themselves for the same under this mortgage. And it is further agreed and covenanted between the said parties that in case the debt secured by this mortgage or any part thereof is collected by suit or action, or this mortgage be foreclosed, or be put into the hands of an attorney for collection, suit, action, or foreclosure, the said mortgagor, his heirs, executors, administrators, or assigns, shall be chargeable with all costs of collection, including per cent. of the principal and interest on the amount involved as attorney's fees, which shall be due and payable at once, which charges, and fees, together with all costs and expenses, are hereby secured and may be recovered in any suit or action hereupon or hereunder.

Witness my hand and seal this . . . day of, A. D. 19 . . . , and in the one hundred and year of the sovereignty and independence of the United States of America. [L. S.]

Signed, sealed, and de-
livered in the pres-
ence of
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VIRGINIA DEED OF TRUST

This deed, made this . . . day of, A. D. 19 . . . , between A. B., of the, party of the first part, and E. F. and G. H., of the, parties of the second part, witnesseth, that the said party of the first part does grant with general warranty unto the said parties of the second

part, the following property, to wit: [describe premises conveyed]; in trust, to secure to C. D., his executors, administrators, and assigns, the payment of the sum of [describe note, bond, or other debt]. In the event that default shall be made in the payment of the above-mentioned sum [note, or bond, or other debt] when it becomes due and payable, then the said trustees, or either of them, on being required so to do by the said C. D., his executors, administrators, or assigns, shall sell the property hereby conveyed.

And it is covenanted and agreed between the parties aforesaid, that in case of a sale, the same shall be made at , after first advertising the time, place, and terms thereof for , and upon the following terms, to wit: For cash as to so much of the proceeds as may be necessary to defray the expenses of executing this trust, including a trustee's commission of five per centum, the fees for drawing and recording this deed, if then unpaid, and to discharge the amount of money then payable upon the said [note, or bond, or other debt], and if there be any residue of said purchase-money, the same shall be made payable at such time, and secured in such manner, as the said party of the first part, his executors, administrators, or assigns shall prescribe and direct, or in case of his failure to give such direction, at such time and in such manner as the said trustees shall think fit. The said party of the first part covenants to pay all taxes, assessments, dues, and charges upon the said property hereby conveyed, as long as he or his heirs or assigns shall hold the same; and further covenants and agrees to keep the buildings on the property hereby conveyed insured for the full amount of \$. . . for the further protection of the said C. D., his heirs or assigns, and in the event of his failure to do so, then the trustees, or the beneficiary under this deed, may effect or renew such insurance from time to time, so long as the said debt, or any part thereof, remains unpaid; and the insurance premiums shall constitute a part of the lien created by this deed, to be paid out of the proceeds of the property, if sold, or to be recoverable by all the remedies in law or equity, by which the debt aforesaid may be recoverable.

If no default shall be made in the payment of the above-mentioned debt or insurance premiums, then, upon the request of the party of the first part, a good and sufficient deed of release shall be executed to said A. B., his heirs and assigns, at his own proper costs and charges.

Witness the following signature and seal.

. [L. s.]

WISCONSIN MORTGAGE

This indenture, made this . . . day of . . . , A. D. 19 . . . , between . . . , of the county of . . . , and state of . . . , party of the first part, and . . . , of the county of . . . , and state of . . . , party of the second part, witnesseth, that the said party of the first part, for and in consideration of the sum of . . . dollars, to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey, unto the said party of the second part, and to his heirs and assigns, forever, the following described real estate, situate, lying, and being in the county of . . . , and state of Wisconsin, and particularly described as follows, to wit: . . . , to have and to hold the above-bargained premises, with the appurtenances, unto the said party of the second part, his heirs and assigns, forever. Provided always, and these presents are upon the express condition, that if the said . . . , party of the first part, his heirs, executors, administrators, or assigns, shall well and truly pay, or cause to be paid to the said party of the second part, his heirs, executors, administrators, or assigns, the sum of . . . dollars, according to the condition of . . . certain [bond or note] bearing even date herewith, executed by . . . , the said party of the first part, to the said party of the second part, as collateral security, then these presents, and the said [bond or note] shall cease and be null and void.

And the said [mortgagor] does further covenant and agree that he will pay all taxes and assessments, of every nature, that may be assessed on said premises, previous to the day appointed in pursuance of any law of the state for the sale of land for taxes; and also will pay the sum of . . . dollars as solicitor's fees, in case of foreclosure of this mortgage by reason of the non-performance of any of the conditions hereof by said party of the first part. And in case of the non-payment of said sum, or any part thereof, at the time or times above limited for the payment thereof, or in case of the non-payment of any taxes that may be assessed on the said premises in manner aforesaid, then and in either case, it shall or may be lawful for the said party of the second part, his heirs, executors, administrators, or assigns, and the said party of the first part does hereby covenant and agree, and by these presents empower and authorize the said party of the second part, his heirs,

administrators, or assigns, to grant, bargain, sell, release, and convey the said premises, with the appurtenances thereunto belonging, at public auction or vendue, and on such sale to make and to execute to the purchaser or purchasers, his, her, or their heirs and assigns forever, good, ample, and sufficient deeds of conveyance in law, pursuant to the statute in such case made and provided; and out of the moneys arising from such sale to retain the principal and interest which shall then be due on the said [bond or note] together with the costs and charges, and the said sum of dollars, solicitor's fees, as aforesaid; rendering the surplus moneys, if any there be, to the said party of the first part, his heirs, executors, administrators, or assigns, after deducting the cost of such vendue as aforesaid.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written. [L. S.]

Signed, sealed, and de-
livered in presence
of
.
.

ONTARIO DEED OF MORTGAGE

This indenture, made (in duplicate) the . . . day of, A. D. 19 . . . , in pursuance of the act respecting short forms of mortgages, between [name, residence, and occupation of the mortgagor], hereinafter called the mortgagor, of the first part; [name of wife of mortgagor], his wife, of the second part; and [name, residence, and occupation of mortgagee], hereinafter called the mortgagee, of the third part, witnesseth, that in consideration of dollars of lawful money of Canada, now paid by the said mortgagee to the said mortgagor, the receipt whereof is hereby acknowledged, the said mortgagor does grant and mortgage unto the said mortgagee, his heirs and assigns, forever, all and singular the certain parcel or tract of land and premises situate, lying, and being [describe land or premises granted]. The said party of the second part hereby bars her dower in the said lands. Provided, this mortgage shall be void on payment of dollars of lawful money of Canada, with interest at . . . per cent. per annum, as follows:, and taxes and performance of statute labor. The said mortgagor covenants with the said mortgagee that the mortgagor will pay the mortgage money

and interest, and observe the above proviso; that the mortgagor has a good title in fee simple to the said lands; that he has the right to convey the said lands to the said mortgagee; that on default the said mortgagee shall have quiet possession of the said lands, free from all encumbrances; that the said mortgagor will execute such further assurances of said lands as may be requisite; that the said mortgagor has done no act to encumber the said lands; that the said mortgagor will insure the buildings on the said lands to the amount of not less than dollars currency; and the said mortgagor does release to the said mortgagee all claims upon the said lands, subject to the said proviso.

Provided, that the said mortgagee, in default of payment for months, may, upon giving notice in writing, enter upon and lease or sell the said lands; provided, that the mortgagee may distrain for arrears of interest; provided, that in default of the payment of the interest hereby secured, the principal hereby secured shall become payable; provided, that until default of payment the mortgagor shall have quiet possession of the said lands.

In witness whereof, the said parties hereto have hereunto set their hands and seals. [L. S.]

Signed, sealed, and delivered in the presence of	}	[Signature of mortgagor]	
.		[Signature of wife of mortgagor]	[L. S.]
.	}		
.			

QUEBEC DEED OF MORTGAGE

On this day, the . . . of, A. D. 19 . . . , before the undersigned, public notaries duly commissioned and sworn in and for the province of Quebec, in the Dominion of Canada, residing in the city of, in the said province, personally came and appeared [name, residence, and occupation of mortgagor], who acknowledged and confessed to be well and truly indebted unto [name, residence, and occupation of mortgagee], hereto present and accepting, for himself, his heirs and assigns, in the sum of dollars currency, for value which the said [mortgagor] does hereby acknowledge to have had and received of and from the said [mortgagee] to his full and entire satisfaction at the passing of these presents, whereof quit; which said sum of dollars he the said does hereby promise to well and truly pay, or cause to be well and truly paid, unto the said, his heirs or assigns, in gold

coin, at its present standard of value, and of the same weight and fineness and number of pieces as at the date of the passing of this obligation, in years, before which time it will not be optional with or competent for the said mortgagor to pay the said sum or any portion thereof without the written consent of the said mortgagee or his representatives, with interest thereon till paid, at the rate of . . . per centum per annum, to be accounted from ; and for security of the due and faithful payment of the said sum of dollars and interest . . . at the times and in the manner herein above agreed upon, the said has mortgaged and hypothecated, and by these presents does mortgage and hypothecate, specially to and in favor of the said , his heirs and assigns, the herein-after described landed property, which he declares well and truly to belong to him; [describe land or premises granted].

Provided always, and it is specially covenanted and agreed by and between the said parties hereto, and this clause and condition is not to be, or to be held or considered to be, penal or comminatory, but is of the essence of the present loan and obligation, and without which the same would not have been made or executed, that should the said mortgagor make default in any of the said interest payments for days after such interest payment shall become due and payable as aforesaid, then the said principal sum shall at once become exigible by the said mortgagee, his heirs or assigns, and that without any judicial demand, notice, or other formality whatsoever.

And the said mortgagor does hereby further bind and oblige himself immediately to insure and to keep constantly insured at his own cost and expense against loss by fire, with such insurance company or companies as the said mortgagee or his representatives may approve of, for a sum of money not less than dollars, the house and other buildings erected on the above-described piece and parcel of land, and to transfer to the said mortgagee and representatives the policy or policies of such insurance and insurances, together with the sum of money thereby insured, the whole as long as any part or portion of the said amount in principal or interest may remain unpaid. Failing which, the said mortgagee, his heirs and assigns, shall have the right to do so, and the said mortgagor, his heirs and representatives, shall be bound to repay on demand to the said mortgagee, his heirs and assigns, all such sum and sums of money which he or they may have expended in so doing; and for security thereof the said premises are hereby

further hypothecated to the extent of dollars, the said mortgagor to pay all counsel and notarial fees in respect hereof, and for one copy of these presents for the said mortgagee and costs of registration; and when this obligation shall be paid, the said mortgagor shall bear the expense of drawing and registering a discharge.

And, at the making and passing of these presents, personally came, appeared, and intervened Dame, wife of the said [mortgagor], by her said husband duly and specially authorized for the effects and purposes hereof, as appears by his signature hereto, who, after having had and taken communication of the foregoing deed of obligation and mortgage, does hereby, until payment and satisfaction of the present obligation and mortgage, renounce, as well as in her own name and behalf as for and in the name of the child or children born or to be born of her marriage with the said, in favor of the said, all dower and all right or title of dower which she, the said and her said child or children, might or of right ought to have or claim in, to, or upon the hereby mortgaged premises, of which she hereby divests herself and her said child or children, declaring the same and every part thereof hereby freed, cleared, and discharged of and from all her and her said child or children's said rights of dower, and all other matrimonial rights, whether legal, stipulated, or customary, until payment of the present obligation as aforesaid.

And for the execution of these presents the said parties have elected their domicile at their present place of residence above mentioned, where

Done and passed, at the said city of, in the office of, the said notaries, under the number, on the day, month, and year first above and before written, and signed by the said mortgagor with and in the presence of said notaries, these presents having been first duly read to the said parties.

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 [Signatures]

CORPORATIONS

SUBSCRIPTION LIST TO CORPORATION STOCK

The subscribers hereto, each for himself, and not one for the other, agree with the A. B. Company, a proposed corporation [or, a corporation organized under the laws of the state of], to purchase of said corporation the number of shares of its capital stock set opposite their respective names upon the following conditions, to wit:

That the amount to be paid said corporation for each share of said capital stock is dollars, payable as follows: When the board of directors of said corporation shall have certified that per cent. of its capital stock has been agreed to be purchased, then, and upon the happening of that event, there shall become due and payable to said corporation per cent. of the amount of each share agreed to be purchased, and thereafter there shall become due and payable an amount equal to per cent. of the par value of said stock each and every month until the whole amount thereof has been paid. That when said first payment of per cent. shall have been made upon each share of said stock, said corporation will issue to the purchaser of the same a certificate of its capital stock showing the number of shares purchased with the amount paid indorsed thereon. It being expressly understood and agreed by said corporation, that it will not at any time contract any indebtedness in excess of the par value of the number of shares of its capital stock issued.

Dated at, this . . . day of,
A. D. 19

CONTRACT FOR PURCHASE AND SALE OF STOCK

This agreement, made the . . . day of . . . , A. D. 19 . . . , between A. B., of . . . , of the first part, and C. D., of . . . , of the second part, witnesseth, the party of the first part has sold to the party of the second part, who has bought and agreed to pay therefor to the party of the first part, . . . shares of stock of the . . . company, represented by certificates numbered The agreed price for said stock is the sum of . . . dollars, which the party of the second part agrees to pay to the party of the first part as soon as the party of the first part shall assign said stock on the books of the company to the party of the second part and cause to be issued new certificates therefor; which transfer and assignment and delivery of new stock shall be made for and to the party of the second part on or before the . . . day of . . . , A. D. 19

In case either party shall be able, ready, and willing to perform this contract on his part within the time mentioned, or shall have theretofore performed it, and the other party shall be in default in whole or in part, then the party who has performed, or who is able, ready, and willing to perform, may elect to make this contract null and void, or he may be entitled to demand and receive from the other party . . . dollars as liquidated damages, or he may enforce specific performance of this contract, or he may bring an action for damages for its breach.

In witness whereof, the said parties have hereto set their hands and seals this . . . day of . . . , A. D. 19

A. B. [L. s.]
C. D. [L. s.]

DIVIDEND DUE BILL

For value received, due A. B., or bearer, the . . . dividend of . . . per cent. on . . . shares of the . . . stock of the C. D. Company, to be paid on return of this due bill, or at such time as the said company may direct the same.

C. D. COMPANY,
by E. F., Treasurer.

Dated, . . . , A. D. 19

ORDER FOR DIVIDEND

NEW YORK, October 1, 1902.

To E. F., Treasurer of the C. D. Company:

Please pay to G. H., or order, all dividends standing to my credit on the books of the company. A. B.

ASSIGNMENT BY A CORPORATION

Know all men, that the A. B. C. Company, of
, a corporation organized under the laws of the
 state of, in pursuance of a resolution of the board
 of directors of said company, passed on the . . . day of
, 19 . . . , in consideration of dollars, to be
 paid by D. E. F., of, the receipt whereof
 is hereby acknowledged, does hereby sell, assign, transfer,
 and set over to the said D. E. F. and his assigns [full
 description of all property assigned].

In witness whereof, the said company has caused these
 presents to be signed in its name, by its president, and
 sealed with its corporate seal, attested by its secretary, this
 . . . day of, A. D. 19 . . . , at

A. B. C. COMPANY,

by G. H. I., President.

[Corporate seal]

Attest: J. K. L., Secretary.

VOTING TRUST AGREEMENT

This agreement, made and entered into this . . . day of
, A. D. 19 . . . , by and between,
 of, and, of,
, and, of,
 parties of the first part, and, of
, party of the second part.

Witnesseth, the parties of the first part, being the owners
 of certain shares of the stock of the com-
 pany, to wit:

., owning . . . shares;
, owning . . . shares;
, owning . . . shares; [insert all names]
 have this day sold, assigned, transferred, and set over, and
 do hereby sell, assign, transfer, and set over to
, the party of the second part, the shares above
 mentioned, and authorize him to have the same transferred
 on the books of the company to himself as trustee. To have

and to hold the same in trust for us and each of us, and to vote on the same, either in person or by proxy, at any meeting of the shareholders of company, held for any purpose whatever prior to the . . . day of, 19 . . . ; and on that date to transfer or cause to be transferred to the several parties of the first part, their executors, administrators, or assigns, the number of shares such party has hereby assigned; or if the capital stock of said company has been increased or diminished, then the proportionate number of shares each party shall be entitled to. In case of an increase of the capital stock of said company or of an assessment being made on the capital stock, the parties of the first part agree each for himself to make good such assessment. The party of the second part may actually or theoretically subdivide his holdings of stock hereby made into the several proportions hereby assigned, so that in case of assessment on the capital stock, or for the purpose of discharging any lien on any of the stock assigned, each block of stock may stand by itself and answer for itself, to the end that each equitable or true owner may be answerable for any defaults, liens, or assessments, or losses that may accrue to his proportion of the holdings of stock of the party of the second part, and for this purpose the party of the second part may designate which proportionate block of stock, if any blocks are similar in amount, each of the parties of the first part shall protect.

In witness whereof, the parties hereto agreeing, each for himself, to and with the others, but not for the others or any of them, have hereunto set their hands and seals this . . . day of, A. D. 19

. [L. S.]
 [L. S.]
 [L. S.]
 [L. S.]

PROXY

Know all men by these presents, that I, A. B., of, do hereby appoint C. D., of, to be my substitute and proxy for me and in my name and behalf to vote at election for of the E. F. Company, and at meeting of the stockholders of said E. F. Company as fully as I might or could were I personally present.

In witness whereof, I have hereunto set my hand and seal this . . . day of, A. D. 19 A. B. [L. S.]

CORPORATION MORTGAGE BOND

The Perfection Coke Company, for value received, promises to pay to the bearer hereof, or in case of registration to the registered owner hereof, the sum of dollars in gold coin of the United States of America, of or equal to the present standard of weight and fineness, or its equivalent, at the office of the Blank Trust Company, of New York, in the city of New York, on the . . . day of, A. D. 19 . . . , with interest thereon from the . . . day of, A. D. 19 . . . , until maturity, at the rate of . . . per centum per annum, payable semi-annually, at the place aforesaid, on the . . . days of and, in each and every year, in like gold coin, or its equivalent, according to the coupons hereto attached, upon presentation and surrender of the annexed coupons therefor as they severally mature, without deduction from principal or interest of any tax or taxes which the said company may be required to pay or retain therefrom by any present or future laws of the United States, or of the state of the obligor company hereby agreeing to assume the payment thereof.

This bond is one of the series of bonds, numbered from one to, both inclusive, each for the sum of dollars, bearing even date herewith, and maturing and bearing interest as herein stated, issued by said Perfection Coke Company, the payment whereof, without deduction, both principal and interest, is secured by a first mortgage, made by the Perfection Coke Company, under date of, A. D. 19 . . . , to the Blank Trust Company; of New York, as trustee, conveying unto the said trustee, the coal, coal lands, leasehold estates, mining and surface rights and improvements and personal property appurtenant thereto, of the said Perfection Coke Company, now owned or hereafter to be acquired by it, provision being made in said mortgage for the retiring of all prior liens upon the mortgagor's property.

This bond may be registered in the name of the owner in the manner and with the effect provided in said mortgage.

This bond is liable to be drawn for redemption and payment at the rate of one hundred and ten per centum of its par value, at any time after five years from its date, by the application by the trustee, of the sinking fund to be derived by the payment to it of the sum of two and one-half cents per ton upon all coal shipped or converted into coke from

the mortgaged premises; or, it may be redeemed on the first days of or in any year prior to its maturity, at the option of the mortgagor, at the rate of one hundred and ten per centum (110 per cent.) of the par value hereof, and the accrued interest, after three months' notice shall have been given as provided in said mortgage, and interest thereon shall thereupon cease.

The holder of this bond shall not have the right to levy upon or cause the said mortgaged premises to be sold under or by virtue of any judgment that may be obtained by reason of default in the payment of principal or interest hereof, when and as the same shall become due, but such proceedings shall only be had by the trustee under the mortgage as aforesaid, on behalf of and for the equal benefit of all the bondholders, upon the conditions and in the manner in said mortgage stipulated, and for these stipulations and for all others, and the terms and conditions upon which this bond is made and issued, reference is hereby made to said mortgage.

This bond is not to become obligatory until the certificate indorsed hereon is signed by the trustee.

In witness whereof, the said Perfection Coke Company has caused its corporate seal to be hereto affixed, and these presents to be signed by its president, this . . . day of, A. D. 19 . . . , and the annexed interest coupons to be authenticated by the lithographed or engraved facsimile of the signature of the treasurer of said company.

PERFECTION COKE COMPANY

By A. B., President.

Attest:

C. D., Secretary.

[SEAL]

FORM OF COUPON ATTACHED TO FOREGOING BOND

On the . . . day of, A. D. 19 . . . , the Perfection Coke Company will pay to bearer dollars in gold coin at the office of the Blank Trust Company, of New York, being six months' interest due on its consolidated first mortgage bond No. E. F., Treasurer.

TRUSTEE'S CERTIFICATE INDORSED ON FOREGOING BOND

The Blank Trust Company, of New York, hereby certifies that the within bond is one of the series and issue described in the mortgage herein mentioned.

By G. H., Trust Officer.

DEBTOR AND CREDITOR

GENERAL ASSIGNMENT FOR CREDITORS

This indenture, made the . . . day of . . . , A. D. 19 . . . , between A. B., of . . . , of the first part, and C. D., of . . . , of the other part: Whereas, the said A. B. is indebted unto divers different persons in different sums of money, and is desirous of appropriating his property to the payment of his debts: Now this indenture witnesseth, that the said A. B., for and in consideration of the said debts, and also in consideration of the sum of one dollar, to him in hand paid by the said C. D., the receipt whereof is hereby acknowledged, hath granted, assigned, bargained and sold, aliened, released, and confirmed, and by these presents doth grant, assign, bargain and sell, alien, release, and confirm unto the said C. D., his heirs and assigns, [describe property conveyed]. To have and to hold the same and every part and parcel thereof unto the said C. D., his heirs and assigns forever; in trust, nevertheless, and to the only uses, intents, and purposes following, that is to say, after paying and discharging the expenses incident to this trust; then [specify how proceeds are to be applied in payment of debts]. Lastly, should any surplus remain after the payment of the several debts aforesaid, to return the said surplus to the said A. B., his heirs, executors, administrators, and assigns, and the said A. B. hereby nominates and appoints the said C. D., his true and lawful attorney irrevocable, to ask, demand, sue for, levy, recover, and receive, all sum and sums of money to him due and owing, and on receipt thereof, in whole or in part, to give acquittances, or other sufficient discharges in the law; to make compromises, or other arrangements that he may deem beneficial to this trust, ratifying and confirming hereby, and holding for firm and effectual, all and whatsoever he shall lawfully do therein.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Sealed and delivered }
 in the presence of }
 }
 }

A. B. [L. s.]

**DEED OF TRUST OF ALL DEBTOR'S PROPERTY
FOR THE BENEFIT OF CREDITORS**

This indenture, made the . . . day of . . . , A. D. 19 . . . , between A. B., of . . . , in the county of . . . and the state of . . . , of the first part, and C. D., of the same place, of the second part: Whereas, the said A. B., owing to sundry losses and misfortunes, is at present unable to discharge his just debts, and is willing to assign all his property for the benefit of his creditors: Now, this indenture witnesseth, that the said A. B., as well in consideration of the premises, and for the purpose of making a just distribution of his estate and effects among his creditors, as also of the sum of one dollar, to him in hand paid, by the said C. D., the receipt whereof is hereby acknowledged, hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth grant, bargain, sell, assign, transfer, and set over unto the said C. D., his heirs and assigns, all that certain messuage [describe lands, tenements, etc. intended to be conveyed], and also all the goods, chattels, and effects, and property of every kind, real, personal, and mixed of the said A. B. (except, however, so much as may be exempt from execution); to have and to hold, receive and take, the same to the said C. D., his heirs and assigns, to the proper use and behoof of the said C. D., his heirs and assigns, forever; in trust, however, and to the intent and purpose that he, the said C. D., shall and do, as soon as convenient, sell, and dispose of all the lands, tenements, goods, and chattels of him, the said A. B., and collect and recover all the outstanding claims and debts to him due, the said A. B., and with the moneys arising therefrom, after deducting his, the said C. D.'s, reasonable costs and charges, shall and do pay the creditors of the said A. B. their respective just demands in full, if there shall be sufficient assets to satisfy the whole; and if there shall not be sufficient assets to satisfy all the just demands of the creditors in full, then *pro rata* according to the amount of their respective demands, without preference as between individuals. And should any part or portion of said trust property or funds remain, after fully complying with the trusts aforesaid, then the said C. D. shall deliver over and reconvey the same unto the said A. B., his heirs, executors, administrators, and assigns.

In testimony whereof, the said party of the first part to

these presents hath hereunto set his hand and seal the day
and year first above written. A. B. [L. S.]

Witnesses:

..... }
..... }

COMPOSITION BY A DEBTOR WITH HIS CREDITORS

To all whom these presents shall come: We, whose names are hereunder written and seals affixed, creditors of A. B., of, send greeting: Whereas, the said A. B. doth justly owe and is indebted unto us, in divers sums of money; but by reason of many losses, hindrances, and other damages, he is become unable to pay us our full debts: Now, know ye, that we do, for ourselves severally and respectively, covenant, promise, compound, and agree, to and with the said A. B., by these presents, that we, our respective executors, administrators, and assigns, shall and will accept, receive, and take of and from the said A. B., his executors and administrators, for each and every dollar that the said A. B. doth owe and is indebted to us, the sum of cents, in full discharge and satisfaction of the several debts and sums of money that the said A. B. doth owe and stands indebted unto us respectively; so that the said sum of cents to be paid for each and every dollar, that the said A. B. doth owe and standeth indebted unto us respectively, be paid unto us respectively within the time or space of six months next after the date of these presents [or, such other mode and times of payment as may be agreed upon]. And we do severally and respectively, for ourselves, our several and respective heirs, executors, administrators, and assigns, covenant, grant, promise, and agree, to and with the said A. B., his executors and administrators, that he, the said A. B., his executors, administrators, and assigns, shall and may, from time to time, and at all times within the said term or space of six months [or, as the case may be agreed upon] next following the date hereof, assign, sell, or otherwise dispose of his said goods and chattels, wares, and merchandise, at his and their own free will and pleasure, for and toward the payment and satisfaction of the said cents for every dollar the said A. B. doth owe and is indebted as aforesaid unto us; and that neither we or any of us, shall or will, at any time or times hereafter, sue, arrest, molest,

trouble, imprison, attach, or condemn the said A. B., his executors or administrators, or his or their goods and chattels, for any debt or other thing now due and owing to us, or any of us, if the said A. B., his executors or administrators, do well and truly pay, or cause to be paid unto us, the said sum of cents for every dollar he doth owe unto us respectively, within the said time or space of six months [or, as above] next following the date hereof. [If it be desired to render the composition null and void, unless all of the creditors become parties to it, the following proviso may be added: Provided always, that neither these presents nor anything herein contained, shall bind us, any or either of us, who have hereunto subscribed our names and put our seals, unless all and every of the creditors aforesaid shall have sealed and executed this agreement on or before the . . . day of next ensuing.]

In witness whereof, the parties to these presents have hereunto set their hands and seals the . . . day of,

A. D. 19

A. B. [L. s.]

C. D. [L. s.]

E. F. [L. s.]

G. H. [L. s.]

STATEMENT TO OBTAIN CREDIT

Dated at,, 19

To C. D. & Co.:

For the purpose of obtaining credit now and hereafter for goods purchased, I [or, we] herewith submit to you the following statement of my [or, our] resources and liabilities, and I [or, we] will immediately notify you of any material change in my [or, our] financial condition.

In consideration of your granting credit to the undersigned, I [or, we] agree that in case of my [or, our] failure or insolvency, or in case I [or, we] shall make any assignment for the benefit of creditors, bill of sale, mortgage, or other transfer of my [or, our] property, or shall have any of my [or, our] stock attached, receiver be appointed, or should judgment be entered against me [or, us], then all and every of the claims which you may have against me [or, us] shall at your option become immediately due and payable, even though the term of credit have not expired. All goods hereafter purchased from you shall be taken to be purchased subject to the foregoing conditions as a part of the terms of sale.

Assets	Dols.	Cts.	Liabilities	Dols.	Cts.
Goods on hand			Mortgage on homestead		
Accounts collectable			Mortgage on other real estate		
Notes collectable			Chattel mortgage [on what]		
Cash on hand and in bank			Borrowed money, owing to [give names and amounts]		
Other personal property			Judgments		
Homestead, real estate as follows [in name of, etc.]			Judgment notes [to whom given]		
Other real estate as follows [in name of, etc.]			For merchandise; owing to [give names of firm and amounts owing each firm]		

Net worth, over all indebtedness, \$

Also liable as indorser for others' notes or bonds, \$

Insurance on stock, \$ Insurance on building, \$

Signature of firm

Signature of person making statement

[Give full name of each member of the firm, if it be a partnership making statement.]

UNITED STATES BANKRUPTCY FORMS FOR CREDITORS

GENERAL LETTER OF ATTORNEY-IN-FACT WHEN CREDITOR IS NOT REPRESENTED BY ATTORNEY-AT-LAW

In the District Court of the United States for the

District of

In the matter of

. } In Bankruptcy.
Bankrupt. . }

To:

I,, of, in the county of and state of, do hereby authorize you, or any of you, to attend the meeting or meetings of creditors

of the bankrupt aforesaid at a court of bankruptcy, wherever advertised or directed to be holden, on the day and at the hour appointed and notified as may be appointed by said court in said matter, at such other place and time as may be appointed by the court for holding such meeting or meetings, or at which such meeting or meetings, or any adjournment or adjournments thereof, may be held, and then and there from time to time, and as often as there may be occasion, for me and in my name to vote for or against any proposal or resolution that may then be submitted under the acts of congress relating to bankruptcy; and in the choice of trustee or trustees of the estate of the said bankrupt, and for me to assent to such appointment of trustee; and with like powers to attend and vote at any other meeting or meetings of creditors, or sitting or sittings of the court, which may be held therein for any of the purposes aforesaid; also to accept any composition proposed by said bankrupt in satisfaction of his debts, and to receive payment of dividends and of money due me under any composition, and for any other purpose in my interest whatsoever, with full power of substitution.

In witness whereof, I have hereunto signed my name and affixed my seal the . . . day of . . . , A. D. 19 . . .

Signed, sealed, and delivered in the presence of } [L. s.]

Acknowledged before me this . . . day of . . . , A. D. 19 . . .
 . . . [Official character] . . .

PROOF OF UNSECURED DEBT

In the District Court of the United States for the
 District of
 In the matter of }
 } In Bankruptcy.
 Bankrupt.

At, in said district of, on the . . . day of, A. D. 19 . . . , came, of, in the county of, in said district of, and made oath and says that, the person by [or, against] whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to said

deponent in the sum of dollars; that the consideration of said debt is as follows:; that no part of said debt has been paid [except]; that there are no set-offs or counterclaims to the same [except]; and that deponent has not, nor has any person by his order, or to his knowledge or belief, for his use, had or received any manner of security for said debt whatever.

[Creditor]

Subscribed and sworn to before me this . . . day of, A. D. 19
[Official character]

PROOF OF SECURED DEBT

In the District Court of the United States for the
District of

In the matter of }
. } In Bankruptcy.
Bankrupt.

At, in said district of, on the . . . day of, A. D. 19, came, of, in the county of, in said district of, and made oath, and says that, the person by [or, against] whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to said deponent, in the sum of dollars; that the consideration of said debt is as follows:; that no part of said debt has been paid [except]; that there are no set-offs or counterclaims to the same [except]; and that the only securities held by this deponent for said debt are the following:

[Creditor]

Subscribed and sworn to before me this . . . day of, A. D. 19
[Official character]

PROOF OF DEBT DUE CORPORATION

In the District Court of the United States for the
District of

In the matter of }
. } In Bankruptcy.
Bankrupt.

At, in said district of, on the . . . day

of, A. D. 19, came, of, in the county of and state of, and made oath and says that he is of the, a corporation incorporated by and under the laws of the state of, and carrying on business at, in the county of, and state of, and that he is duly authorized to make this proof, and says that the said, the person by [or, against] whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of the said petition, and still is, justly and truly indebted to the said corporation in the sum of dollars; that the consideration of said debt is as follows:; that no part of said debt has been paid [except]; that there are no set-offs or counter claims to the same [except]; and that said corporation has not, nor has any person by its order, or to the knowledge or belief of said deponent, for its use, had or received any manner of security for said debt whatever.

. of said corporation

Subscribed and sworn to before me this . . . day of
A. D. 19 [Official character]

PROOF OF DEBT BY PARTNERSHIP

In the District Court of the United States for the
District of
In the matter of }
. } In Bankruptcy.
Bankrupt.

At, in said district of, on the . . . day of, A. D. 19, came, of, in the county of, in said district of, and made oath and says that he is one of the firm of, consisting of himself and, of, in the county of, and state of; that the said, the person by [or, against] whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to this deponent's said firm in the sum of dollars; that the consideration of said debt is as follows:; that no part of said debt has been paid [except];

that there are no set-offs or counterclaims to the same [except]; and this deponent has not, nor has his said firm, nor has any person by their order, or to this deponent's knowledge or belief, for their use, had or received any manner of security for said debt whatever.

.
[Creditor]

Subscribed and sworn to before me this . . . day of . . . ,
A. D. 19

[Official character]

PROOF OF DEBT BY AGENT OR ATTORNEY

In the District Court of the United States for the
District of

In the matter of
. } In Bankruptcy.
Bankrupt.

At, in said district of, on the . . . day of, A. D. 19 . . . , came, of, in the county of, and state of, attorney [or, authorized agent] of, in the county of, and state of, and made oath and says that, the person by [or, against] whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to the said, in the sum of dollars; that the consideration of said debt is as follows:; that no part of said debt has been paid [except]; and that this deponent has not, nor has any person by his order, or to this deponent's knowledge or belief, for his use, had or received any manner of security for said debt whatever. And this deponent further says, that this deposition cannot be made by the claimant in person because, and that he is duly authorized by his principal to make this affidavit, and that it is within his knowledge that the aforesaid debt was incurred as and for the consideration above stated, and that such debt, to the best of his knowledge and belief, still remains unpaid and unsatisfied.

Subscribed and sworn to before me this . . . day of, A. D. 19

[Official character]

AFFIDAVIT OF LOST BILL OR NOTE

In the District Court of the United States for the

District of

In the matter of

. } In Bankruptcy.
Bankrupt.

On this . . . day of, A. D. 19 . . . , at, came, of, in the county of, and state of, and makes oath and says that the bill of exchange [or, note], the particulars whereof are underwritten, has been lost under the following circumstances, to wit:; and that he, this deponent, has not been able to find the same; and this deponent further says that he has not, nor has the said, or any person or persons to their use, to this deponent's knowledge or belief, negotiated the said bill [or, note], nor in any manner parted with or assigned the legal or beneficial interest therein, or any part thereof; and that he, this deponent, is the person now legally and beneficially interested in the same.

[Bill or note above referred to]

Date	Drawer or Maker	Acceptor	Sum	

Subscribed and sworn to before me this . . . day of, A. D. 19

DECEDENT'S ESTATE

RENUNCIATION OF RIGHT TO ADMINISTER

To, register of wills [or, surrogate, or
other proper official], of county, state of

Sir: You are hereby notified that I, C. B., widow of A. B.,
late of, county of, state of
., deceased, do hereby renounce all my right to
letters of administration upon the estate of the said deceased,
and request that the same may be granted to E. F., of

Witness my hand, the . . . day of, A. D. 19 . . .
Witnesses: } C. B.
. }
. }

INVENTORY AND APPRAISEMENT

In the matter of the estate of A. B., late of
., in the county of, and state of,
deceased.

State of }
. County }^{ss.}

Personally appeared before me, [name and official title of
officer], in and for said county, C. D. and E. F., who, upon
their solemn oaths [or, affirmations], do depose and say,
that they will well and truly, and without prejudice or par-
tiality, value and appraise the goods, chattels, and credits
which were of said A. B., deceased, and in all respects per-
form their duty as appraisers, to the best of their skill and
judgment.

Sworn to and sub- } C. D.
scribed before me, } E. F.
this . . . day of . . . }
. . ., A. D. 19 . . . }
[Signature and official title]
[Official Seal]

Inventory and appraisement of the goods and chattels,
rights and credits, which were of the above-named A. B.,
deceased. Taken and appraised the . . . day of ,
A. D. 19

[Insert description of goods and value]

[illegible]

We, the undersigned, appraisers of the personal estate of A. B., late of, deceased, respectfully certify: That, after having been duly sworn in due form of law, we made the appraisement of the personal property of said decedent as set forth in the foregoing items, and amounting in the whole to the sum of dollars.

C. D. } Appraisers.
E. F. }

ACCOUNT OF ADMINISTRATOR OR EXECUTOR

The first [or, second, or, final] account of A. B., administrator of all and singular the goods and chattels, rights and credits, which were of C. D., late of, deceased [or, executor of the last will and testament of C. D., late of, deceased].

The accountant charges himself as follows:

Date		Debits	
		Dollars	Cents
	[Insert various items of property or money received by executor or administrator.] ..... ..... .....	..... ..... .....	..... ..... .....
Total assets of estate . . . . .		.....	.....
Total amount of credits claimed by accountant . . . . .		.....	.....
Balance due . . . . .		.....	.....

The accountant claims credits out of the assets of said estate, to wit:

Date	No. of Voucher	Name of Payee	Remarks	Credits	
				Dollars	Cents
		[Insert various items of payments by executor or administrator.]			
	1	.....	.....	.....	.....
	2	.....	.....	.....	.....
	3	.....	.....	.....	.....
Total amount of credits claimed by accountant . . . . .				.....	.....
Total assets of estate . . . . .				.....	.....
Balance due . . . . .				.....	.....

State of }
County of } ss.

Before me, a [official title], personally came A. B., the above-named accountant, who being duly sworn, says that the above is a just and true account and settlement of the goods, chattels, and credits which came into his hands or possession as aforesaid, or into the hands or possession of any other person or persons for him.

Sworn and subscribed } A. B.
before me this . . . }
day of, A.D. }
19 . . . }
[Signature and official title] }
[Official seal]

PETITION OF ADMINISTRATOR TO SELL
REAL ESTATE

In the court of the county of
To the Honorable the Judge of said Court:

The petition of A. B., administrator of all and singular the goods and chattels, rights and credits, which were of C. D., late of, in said county of, deceased, respectfully represents:

That the said C. D. died on or about the . . . day of, A. D. 19 . . . , intestate; that

the personal estate of said decedent is insufficient for the payment of his debts, as will appear by a true and perfect inventory and conscionable appraisement of all the personal estate whatsoever of the said decedent, certified under the hand and seal of the of said county, and a just and true account of all the debts of said decedent which have come to the knowledge of the petitioner, said inventory and account being hereto annexed, and marked, respectively, schedules "A" and "B."

The petitioner further represents, that the said C. D. died seized in his demesne as of fee of and in certain real estate, situate , particularly described in a statement hereto annexed, marked schedule "C."

The petitioner therefore prays the court to order the sale [or, mortgage] of so much or such part of the said real estate as to the court shall appear necessary for the payment of the debts of said decedent. And he will ever pray, etc.

A. B.

[The foregoing form is that in use in Pennsylvania, but with whatever modifications the statutes in various jurisdictions may require, it will apply elsewhere. It should be accompanied by an affidavit as to the truth of the facts set forth.]

DEPOSITIONS

ALABAMA

CAPTION

State of Alabama, }, Plaintiff.
County of }, Defendant.

Answer and deposition of, the witness named in the accompanying commission, sworn and examined by me under and by virtue of said commission issued out of the court of county, Alabama, in the above-styled cause, and the said, the witness named in said commission first being duly sworn to tell the truth, the whole truth, and nothing but the truth, doth depose and say as follows:

To the first interrogatory he answers, etc.

CERTIFICATE OF OFFICER

I, [name and official character of officer], hereby certify that I caused to come before me, at, the witness,; that he was duly sworn and examined, and that his evidence was taken down, as near as may be, in his own language; that it was read over to him and subscribed by him in my presence; that I have personal knowledge of the identity of said witness [or, proof of his identity has been made], and that he is the person named in said interrogatories and commission annexed, and that I am not of counsel or kin to any of the parties to the cause, or in any manner interested in the result of the same.

Witness my hand and seal this . . . day of . . . ,
A. D. 19 .
[L. S.]

ARIZONA

CAPTION

..... } In the district court of
 vs. } county, territory of Arizona, suit
 } pending.

Answers and depositions of, the witness named in the accompanying commission, who resides in county,, to the direct and cross-interrogatories hereto attached, propounded to him in the above-entitled cause, taken before me, [name and official character], in accordance with said commission.

CERTIFICATE OF OFFICER

Territory of }
 [or, State of] } *ss.*
 County of }

I, [name and official character], do hereby certify that the foregoing answers of, the witness before named, were made before me and were sworn to and subscribed before me by the said witness.

Given under my hand and seal of office this . . . day of, A. D. 19

[L. S.]

..... [Official signature]

ARKANSAS

CAPTION

..... }
 Plaintiff, } Suit pending in the court of
 vs. } county, Arkansas.
 }
 Defendant.

The depositions of, taken the . . . day of, A. D. 19, at my office, in the city [or, town] of, county of, state of, and to be read as evidence in behalf of plaintiff [or, defendant] on the trial of the above-styled cause, pending in the court of county, Arkansas.

CERTIFICATE OF OFFICER

State of }
 County of } ss.

I,, a for said county, do hereby certify that the foregoing depositions of and, the witnesses before named, were taken before me, and were read to and subscribed by them in my presence at the time and place mentioned in the caption, the said and, having been first sworn by me that the evidence they should give in the action should be the truth, the whole truth, and nothing but the truth, and their statements reduced to writing by me in their presence [or, by them in my presence], the plaintiff alone being at the examination [or, defendant, or, both the plaintiff and defendant either in person or by attorney, or both].

Given under my hand this . . . day of, A. D. 19 . . .
 [L. s.]

.
 [Official signature]

CALIFORNIA

CAPTION

. Plaintiff, <i>vs.</i> Defendant.	}	Suit pending in court of county, California.
--	---	---

Answers and depositions of, a witness sworn and examined by me, [name and official character], under and by virtue of a commission issued out of the above-named court, in the above-styled cause therein pending, and the said witness first being duly sworn to tell the truth, the whole truth, and nothing but the truth, deposes and says as follows:

CERTIFICATE OF OFFICER

State of }
 County of } ss.

I, [name and official character of officer], do hereby certify that, the witness above named, appeared before me and after being duly sworn as above stated, his evidence was taken down and was thereafter read over and corrected

by him, after which he subscribed the same in my presence on the . . . day of . . . , A. D. 19 . . . , at my office in . . . , . . . county, state aforesaid; and that I know said witness to be the same person named in said commission. [If not personally acquainted state that he has been identified and proven to be, etc.]

Witness my hands and seal of office this . . . day of . . . ,
A. D. 19 . . .
[L. S.]

_____ [Official signature]

COLORADO

CAPTION

. } In the district court of the
 vs. } judicial district of Colorado within
. } and for . . . county, suit pending.

Answers and depositions of . . . , the witness named in the accompanying commission to the interrogatories hereto attached, taken by me, [name and official character], in accordance with said accompanying commission.

CERTIFICATE OF OFFICER

State of }
County of } *ss.*

I, [name and official character of officer], do hereby certify that the above and foregoing deposition was taken before me, and by me [or, by . . . , a disinterested person in my presence and under my direction] reduced to writing; that the said [witness], was by me first duly sworn to testify the truth, the whole truth, and nothing but the truth, in suit now pending in the . . . court, in and for the county of . . . , in the state of . . . , wherein . . . is plaintiff, and . . . is defendant, and that after said deposition had been all taken, it was carefully read over by me to said witness, and then by him subscribed as his deposition in my presence.

Witness my hand and official seal this . . . day of . . . ,
A. D. 19 . . .
[L. S.]

_____ [Official signature]

[If the notary be appointed by the commission as a special commissioner, and not as an officer, he should sign himself as commissioner, and leave off his seal.]

CONNECTICUT

CAPTION

..... } Suit pending in the court
vs. } of county, Connecticut.

I,, the witness named in the accompanying commission, being first duly cautioned and sworn, depose and say:

CERTIFICATE OF OFFICER

State of }
 County of } *ss.*

Personally appeared before me the above named, signer of the foregoing deposition, and made solemn oath to the truth of the same which was taken at the request of plaintiff [or, defendant] in accordance with the annexed commission, to be read as evidence on the trial of the above-styled cause pending in the court of county, Connecticut. The adverse party was duly notified [or, waived notice] and was [or, was not] present when said deposition was taken. The reason for taking the deposition is that said witness lives outside of the state of Connecticut, and that said witness subscribed said deposition in my presence.

Witness my hand and seal of office this ... day of
, A. D. 19

.....
 [Official signature]

DELAWARE

CAPTION

..... }
 Plaintiff, } In the court of
vs. } county, state of Delaware, suit
 } pending.
 Defendant. }

Answers and depositions of and
, witnesses sworn and examined on the ... day

of, A. D. 19, at, in the county of, and state of, by virtue of the annexed commission issued out of said court in the above-styled and numbered cause, at the request and for the benefit of the plaintiff.

The first witness,, a resident of the county of, state of, aged years, first being duly sworn [or, affirmed] and examined in behalf of the plaintiff, deposeth and saith as follows:

[At the beginning of the testimony of each witness, when more than one is examined, the notary should place the heading as above indicated as second witness, third witness, etc., giving the name, age, and residence, etc. of each one.]

EXHIBIT

When exhibits are attached, the notary should make the following indorsement and attach to the exhibit, attaching the exhibit under its proper answer, or referring to it by number or mark in the answer.

INDORSEMENT

At the conclusion of question No., this writing was produced and shown to the witness, and was examined by him and attached, marked exhibit A, and by him made a part of his answer to said question.

[L. S.]

. [Official signature]

CERTIFICATE OF OFFICER

I, [name and official character of officer], do hereby certify that in pursuance of the authority contained in the annexed commission, issued out of the for county, Delaware, I caused the several witnesses therein named to appear before me, and each, after being duly sworn to answer the questions propounded to him, and caused such answers to be reduced to writing as appears in the annexed schedule, and that said witness and each of them subscribed his answers in my presence.

Witness my hand and seal of office this . . . day of, A. D. 19

[L. S.]

. [Official signature]

county of, by virtue of the within commission, to take the deposition of the witnesses therein named, do solemnly swear that I will examine said witnesses concerning said matter in controversy well and truly according to the interrogatories attached to said commission.

[Signature of commissioner]

Subscribed and sworn to before me this . . . day of . . . , A. D. 19 . . .
[L. s.] . . . [Signature of officer]

CAPTION

. } In the circuit court of the
vs. } judicial circuit of Florida, for . . .
. } . . . county, suit pending.

By virtue of a commission issued out of the circuit court of the judicial circuit of Florida for county, to me directed [or, addressed to any notary of the state of and to me delivered], commanding me to take the depositions of and, to be used as evidence in said cause, I,, a notary public in and for the county of, and state of, have caused said witnesses to appear before me and duly swore each of them true answers to make to the interrogatories and cross-interrogatories hereto attached. After being so sworn the witnesses depose and say:

CERTIFICATE

State of }
County of } ss.

Be it remembered, that on the . . . day of, A. D. 19 . . ., before me,, a notary public, personally came and appeared and, the witnesses mentioned in the annexed commission, who being by me first duly sworn, did answer all and singular the interrogatories to said commission attached, as above written and set forth; that said answers were by me correctly written and were read over to said witnesses, and each of said witnesses then subscribed his answers.

Given under my hand and seal of office this . . . day of . . . , A. D. 19 . . .
[L. s.] . . . [Official signature]

GEORGIA**CAPTION**

..... } Suit pending in the court
 vs. } for the county of, state
 } of Georgia.

Be it remembered, that on this . . . day of . . . , A. D. 19 . . . , by virtue of a commission issued out of the . . . court for . . . county, Georgia, we have caused . . . and . . . , witnesses named in said commission, to appear before us, who being duly sworn true answers to make to the annexed interrogatories, depose and say:

..... , first witness, answers:

CERTIFICATE

At the end of each witness' answers the commissioners should write:

"Answered, subscribed, and sworn to before us this . . . day of . . . , A. D. 19

..... [L. S.]
 [L. S.]
Commissioners."

IDAHO**CAPTION**

....., Plaintiff, } Suit pending in the court
 vs. } of county, Idaho.
 , Defendant. }

Answers and depositions of . . . , taken before me, [name and official character], by virtue of a commission issued out of the . . . court of . . . county, Idaho, which is hereto annexed, commanding me to take the deposition of said witness.

CERTIFICATE

State of }
 County of } *ss.*

I, [name and official character], do hereby certify that the foregoing answers and deposition of . . . ,

the witness named in the annexed commission, were made before me, were written down by me [or, by, a disinterested person in my presence], and were sworn to and subscribed before me by said witness on this . . . day of, A. D. 19

Witness my hand and seal of office this . . . day of, A. D. 19
[L. s.]

[Official signature]

ILLINOIS

CAPTION

. <i>vs.</i>	}	Suit pending in the court of county, Illinois.
--------------------------------------	---	---

The deposition of, of the county of, state of, a witness of lawful age produced, sworn, and examined on his oath [or, affirmation], on the . . . day of, A. D. 19, at the [office or house] of, in the [town or city] of, in the county of, and state of, by me,, a commissioner duly appointed by a commission issued out of the clerk's office of the court of county, in the state of Illinois, bearing test in the name of, clerk of said court, with the seal of said court affixed thereto, and to me directed as such commissioner for the examination of the said, a witness in a certain suit and matter in controversy now pending and undetermined in the said court of county, wherein is plaintiff and is defendant, in behalf of the said, as well as upon the cross-interrogatories of the said, as on the interrogatories of the said, which were attached to or inclosed in the said commission, and upon none others.

The said, being by me first duly sworn [or, affirmed] as a witness in the said cause previous to the commencement of his examination, to testify the truth, as well on the part of the plaintiff as the defendant, in relation to the matters in controversy between the said plaintiff and defendant, so far as he should be interrogated, testified and deposed as follows:

Interrogatory first [insert first interrogatory].

Answer to the first interrogatory [insert answer].

[And so on, inserting interrogatories and answers in their order. Then follow "cross-interrogatories" on the part of the defendant or plaintiff, as the case may be, and answers thereto by the witness. The interrogatories, as well as the answers, should be reduced to writing by the officer. The witness should be sworn before he answers as shown in caption, and after the answers are taken down and read over to him, he should again be sworn as to the truth and correctness of such answers.]

CERTIFICATE OF OFFICER

State of }
County of } ss.

I,, of the county of, and state of, a commissioner duly appointed to take the deposition of the said, whose name is subscribed to the foregoing deposition, do hereby certify that previous to the commencement of the examination of the said as a witness in the suit between the said, plaintiff, and the said, defendant, he was duly sworn by me, as such commissioner, to testify the truth in relation to the matters in controversy between the said, plaintiff, and, defendant, so far as he should be interrogated concerning the same; that the deposition was taken at my office, in the city of, in the county of, and state of, on the . . . day of, A. D. 19 . . ., and that after said deposition was taken by me as aforesaid, the interrogatories and answers thereto as written down, were read over to said witness, and that thereupon the same was signed and sworn to by the said witness,, the oath being administered by me as such commissioner, at the place and on the day and year last aforesaid.

[Signature of commissioner]

INDIAN TERRITORY

CAPTION

., Plaintiff, } Suit pending in the court
vs. } for district, Indian Ter-
., Defendant. } ritory.

Answers and depositions of, taken on the . . . day of, A. D. 19 . . ., before me,,

a notary public in and for, at my office in the town of, territory [or, state] of, in accordance with the accompanying notice and commission to be read as evidence in behalf of plaintiff on the trial of said above-styled cause.

CERTIFICATE OF OFFICER

Territory of
 [or, State of]
 Nation of
 [or, County of] } ss.

I,, a notary public in and for, territory [or, state] of, do hereby certify that the foregoing depositions of and, the witnesses before named, were taken before me and were read to and subscribed by said witnesses in my presence at the time and place and in the action mentioned in the caption hereto, the said witnesses having first been sworn by me, the evidence they should give in action should be the truth, the whole truth, and nothing but the truth, and their statements having been by me reduced to writing in their presence [or, by each of them in my presence], the plaintiff's attorney alone being present at the examination [or, if either or both parties or their attorneys appear, so state, stating the facts as the case may be].

Witness my hand and seal of office this . . . day of, A. D. 19

My commission expires on the . . . day of, A. D.

19

[L. S.]

_____ [Official signature]

INDIANA

CAPTION

. }
 vs. } Suit pending in the court
 } of county, Indiana.

Deposition of, a witness in the above-styled cause now pending in the above-named court of county, Indiana, taken before me pursuant to the annexed notice and commission, at the time and place in my certificate hereinafter named, to be used as evidence in said cause, the said, of lawful age, being first duly sworn, deposes and says:

CERTIFICATE

State of }
County of } ss.

I, [name and official character], within and for said county, hereby certify that the above [set out names of witness or witnesses] was [or, were] by me first duly sworn according to law, to testify the truth, the whole truth, and nothing but the truth, relating to said cause, that his [or, their] deposition was reduced to writing by me [or, by said deponent, or by , a disinterested person, in my presence and under my directions, as the case may be], that the said [adverse party] attended in person [or, by , his or their attorney, or was not present, as the case may be], and said deposition was taken at in county of , state of , on the . . . day of , A. D. 19 . . . , between the hours of . . . A. M. and . . . P. M. of said day.

In testimony whereof, I have hereunto set my hand and official seal this . . . day of , A. D. 19
[L. S.]

[Official signature]

IOWA

CAPTION

. }
Plaintiff, } In the court for
vs. } county, Iowa, suit pending.
. }
Defendant.

Depositions of witnesses produced, sworn, and examined at , in the county of , and state of , before me, [name and title of officer], at my office in the town of , in pursuance of the annexed commission to me directed in an action now pending in the court of the state of Iowa, in and for county, wherein is plaintiff and is defendant, on behalf of the plaintiff [or, defendant].
. , of lawful age, being produced, sworn, and examined on behalf of plaintiff [or, defendant] deposed as follows:

CERTIFICATE

State of }
 County of } ss.

I, [giving name of officer and style of office], within and for county, state of, do hereby certify that in pursuance of the annexed commission I caused to come before me at my office in, in said county and state [names of all the witnesses], on the . . . day of, A. D. 19 . . ., who were then and there by me sworn and examined on the interrogatories and cross-interrogatories to said commission annexed, and such examination reduced to writing by me [or, by some other person, naming him, not interested in this suit], and after being read over to said witnesses the same were subscribed and sworn by them respectively, in my presence, and their depositions are now herewith returned; and I further certify that neither of the parties, nor the agent or attorney of either, was present during said examination [or, if they were present, state the facts].

Witness my hand and official seal this . . . day of, A. D. 19
 [L. s.]

_____ [Official signature] _____

KANSAS

CAPTION

. Plaintiff, <i>vs.</i> Defendant.	}	In the district court of county, Kansas, suit pending.
--	---	---

Depositions of witnesses taken before me,, a, within and for the county of, in the of, on the . . . day of, A. D. 19 . . ., between the hours of . . . A. M. and . . . P. M., at in said county, pursuant to annexed notice [or, agreement, as the case may be] in an action pending in the court, within and for the county of, in the state of Kansas, wherein is plaintiff and is defendant. The said in person and by his attorney,, appeared, and the said [stating whether adverse party appeared];

thereupon the said produced the following witnesses in the following order:

., of lawful age, being by me first duly examined, cautioned, and solemnly sworn [or, affirmed] to testify the truth, the whole truth, and nothing but the truth, deposes and says [write deposition, and proceed in same manner with each witness].

CERTIFICATE OF OFFICER

State of }
County of } ss.

I, [name and official character of officer], do hereby certify that [name of witness or witnesses] were by me first severally sworn [or, affirmed] to testify the truth, the whole truth, and nothing but the truth, and that the depositions by them respectively subscribed as above set forth were reduced to writing by me [or, if by some other person, state by in my presence, who is not interested in the result of the suit above mentioned] in the presence of the witnesses respectively and were respectively subscribed by the witnesses in my presence, and were taken at the time and place mentioned in the annexed notice [or, agreement, or, commission, as the case may be], that I am not counsel, attorney, or relative of either party, or otherwise interested in the result of this suit.
[L. S.]

[Official signature]

[If the taking of the deposition has been adjourned, state that the deposition was commenced at the time and place mentioned, and the taking of the deposition was therefore adjourned [stating cause, or by agreement] until the . . . day of, A. D. 19 . . . , when it was finished; or if the adjournment was from day to day because it could not all be taken in one day, state "and was adjourned from day to day until it was finished on the . . . day of, A. D. 19"]

KENTUCKY

CAPTION

. } In the circuit court of the
vs. } judicial circuit of Kentucky, for
. } county.

Answers and depositions of and
., the witnesses named in the annexed commission, taken before me at my office in, in the county of, state of, on this . . . day of, A. D. 19 . . . , in accordance with said commission.

The witness,, first being duly sworn, says:

CERTIFICATE

State of }
 County of } ss.

I, [a notary public commissioned, qualified, and acting in and for , county,], do hereby certify that the foregoing depositions of and were taken before me at the time and place stated in the caption [and adjournments as hereinbefore noted], that said witnesses were severally duly sworn by me before giving their said respective depositions, and that the said depositions of the said witnesses were [severally written and subscribed by said witnesses respectively in my presence, or] written by me in the presence of said witnesses respectively, and read to and severally subscribed by the witnesses in my presence.

Witness my hand and seal of office this . . . day of . . . ,
 A. D. 19 . . .
 [L. S.]

[Official signature]

LOUISIANA

CAPTION

. }
 vs. } Suit pending in the court for
 } the parish of , Louisiana.

Depositions of witnesses, produced, sworn, and examined on the days hereinafter mentioned, before me, [name and official character], in my office at , in parish, state of , under and by virtue of the annexed commission, issued out of the honorable the court, in and for , to take depositions in a certain cause pending and at issue in said court, between , plaintiff, and , defendant, and numbered on the docket of said honorable court.

CERTIFICATE

State of }
 County of } ss.

I, [name and official character], do hereby certify that I caused [names of all witnesses], witnesses hereinbefore named and examined to appear before me at the times

and places above designated, and after publicly and solemnly swearing [or, affirming] each, separately, to tell the truth, the whole truth, and nothing but the truth, in answer to the annexed direct and cross-interrogatories, I then and there proceeded to examine each witness separately, by propounding to him the said direct and cross-interrogatories, and reducing in my presence and in presence of the witness his answers thereto in writing, with my own hand [if such is the case; if not, state facts fully], and then caused each witness to sign his deposition in my presence, as already stated.

In testimony whereof, I have hereunto set my hand and seal [if he has one] on this, the . . . day of . . . , A. D. 19
[L. s.]

[Official signature]

MAINE

CAPTION

..... }
vs. } In the court for
..... } county, Maine, suit pending.

The deposition of, to be used in evidence in a certain cause now pending in the court of the state of Maine, within and for the county of, in the state of Maine, wherein is plaintiff, and is defendant., of the, being first duly sworn [or, affirmed], deposes and says as follows:

CERTIFICATE

State of }
County of } ss.

On this . . . day of . . . , A. D. 19 , the within-named deponent personally appeared before me at my office in the town of . . . , in said county, and being first sworn by me, according to law, to testify the truth, the whole truth, and nothing but the truth, relating to the cause or matter for which his within deposition was to be taken; and then being examined on interrogatories, according to law, gave on oath the within deposition, which was written by me

[or, by, a disinterested person, in my presence and under my direction], and after the said deposition had been carefully read by me to said deponent it was then subscribed by him in my presence.

Said deposition was taken at the request of the plaintiff; the adverse party was notified to attend and did [or, did not] attend its taking. The cause in which it is to be used is an action of, in which is plaintiff, and is defendant, which is now pending in the court, within and for the county of, in said state, and is to be tried in said court at its term to be holden at, within and for said county of, on the . . . day of, A. D. 19

The cause of taking said deposition is that the deponent does not reside in the state of Maine, but is a resident of the

Witness my hand and seal at said, the day and year first named.
[L. S.]

[Official signature]

MARYLAND

OATH OF COMMISSIONER

State of }
County of }

Be it remembered, that on this . . . day of, A. D. 19 . . . , before me, [name and style of office], lawfully authorized to administer oaths and affirmations in said county [or,, one of the commissioners named in the within (or, annexed) commission (S. C.)], appeared, a notary public in and for said county, who, being by me first duly sworn, on his oath saith that he will truly, faithfully, and impartially take the examination of all and every witness and witnesses produced and examined by virtue of the within [or, annexed] commission, upon the interrogatories and cross-interrogatories thereto annexed, in the case now pending in the court of county, in the state of, wherein is plaintiff, and is defendant.

[Signature of commissioner]

Subscribed and sworn to before me on the day and year first aforesaid.

[Signature and official title]

CAPTION

.....	}	Suit pending in the court for county, Maryland.
Plaintiff,		
vs.		
.....		
Defendant.		

By virtue of the annexed commission, issued out of the circuit court of county, Maryland, directed to me and empowering me to examine witnesses in the above-styled and numbered cause pending in said court, I,, the officer [or, commissioner] therein named, first having taken and subscribed the oath prescribed by law before [name and official title of officer before whom oath was taken], duly commissioned, and which oath is attached to said commission, did proceed to take the depositions of the following witnesses, to wit:

First., a witness of lawful age, produced on the part of the plaintiff, being by me first duly sworn and examined on the interrogatories herewith returned, deposes and says:

CERTIFICATE

State of }
County of } ss.

There being no other witnesses to examine, I, [name and title of officer], first having each witness to subscribe his answers in my presence, closed said commission and herewith return the same under my hand and seal this . . . day of, A. D. 19

[L. s.]

. [Official signature]

MASSACHUSETTS

CAPTION

.....	}	Suit pending in the court of county, Massachusetts.
vs.		
.....		

Answers and depositions of and
., the witnesses named in the commission hereto

annexed, issued out of the court for county, Massachusetts, and delivered to me, by virtue of which I caused said witnesses to appear before me at my office in , and the said being by me first duly sworn, deposes and says:

CERTIFICATE OF OFFICER

State of }
County of } ss.

Pursuant to the foregoing commission, I caused the said to come before me, on the . . . day of , A. D. 19 . . . , and having sworn the said to testify the truth, the whole truth, and nothing but the truth, relating to the cause for which the deposition is taken, I examined the said , and reduced his testimony to writing. Neither of the said parties were present by himself, or by an agent or an attorney, nor did either of them communicate in any manner with the deponent whilst giving his deposition; and I took said deposition separate and apart from all other persons, no person being present except myself and , and in taking the deposition I put the interrogatories and cross-interrogatories to the deponent as directed in the foregoing commission, and in all respects fully and exactly complied with the directions in said commission in taking the same, and after the said deposition was taken, I carefully read the same to the said , and he subscribed it in my presence.

Witness my hand and seal of office this . . . day of ,
A. D. 19 . . .
[L. S.]

[Official signature]

MICHIGAN

CAPTION

.	}	Suit pending in the court of county, Michigan.
Plaintiff,		
vs.		
.		
Defendant.		

Answers and depositions of and
. , the witnesses named in the annexed commission

issued out of the above-named court in the above-styled cause, and delivered to me, [name and official character], to be executed, by virtue of which I have caused said witnesses to appear before me, and having first duly sworn them to tell the truth, the whole truth, and nothing but the truth, I proceeded to examine them.

....., the first witness examined in said cause on the part of the plaintiff, deposes as follows, to wit:

CERTIFICATE

State of }
County of } ss.

I, [name and official character], do hereby certify that the foregoing depositions of and
....., the witnesses before named, were taken before me, said witnesses and each of them first being by me duly sworn, as prescribed in the annexed commission, and were by me reduced to writing and read over to said witnesses, and that each of said witnesses subscribed his said deposition in my presence on the ... day of , A. D. 19 ..

Witness my hand and seal of office this ... day of , A. D. 19 ..
[L. s.]

[Official signature]

MINNESOTA

CAPTION

..... }
 vs. } Suit pending in the court
..... } of county, Minnesota.

Answers and depositions of , who resides in county, state of , taken before me by virtue of a notice [or, order] hereto attached.

CERTIFICATE OF OFFICER

State of }
County of } ss.

Be it known that I took the annexed depositions pursuant to the annexed notice [or, order]; that I was then and there a ; that I exercised the power of that office in taking such depositions; that by virtue thereof I was then

and there authorized to administer an oath; that each witness before testifying was duly sworn to testify the whole truth, and nothing but the truth, relative to the cause specified in the annexed notice [or, order]; that the testimony of each witness was correctly read over to him by me before he signed the same; that the examination was conducted on behalf of the defendant by

Witness my hand and seal this . . . day of,
A. D. 19
[L. S.]

_____ [Official signature] _____

MISSISSIPPI

CAPTION

. }
vs. } Suit pending in the court
. } of county, Mississippi.

Be it remembered, that on this . . . day of, A. D. 19 . . . , by virtue and in pursuance of a commission to me directed from the court for the district of the state of Mississippi, to take the deposition of, of the county of, state of, aforesaid, a witness for the complainant, in a certain case therein pending, wherein is complainant and is defendant, on the interrogatories and cross-interrogatories annexed and accompanying the said commission, I,, caused the said, a person of sound mind and upwards of twenty-one years of age, to come before me at my office in, state of, and said being by me first duly cautioned and sworn to speak the truth, the whole truth, and nothing but the truth, in answer to said interrogatories and cross-interrogatories, did depose and say:

CERTIFICATE OF OFFICER

State of }
County of } ss.

I,, specially appointed a commissioner in the cause styled in the caption of the foregoing deposition, to take the testimony of, a witness for the complainant in said cause, do hereby certify that I

caused to come before me the said, at, in the state aforesaid, and he being by me first duly cautioned, sworn, and examined, to speak the truth, the whole truth, and nothing but the truth, I did carefully and impartially examine said witness on said interrogatories and cross-interrogatories, when he did depose and testify as above shown; that the answers of the said were by me reduced to writing in the presence of said witness, and by me carefully read to and thoroughly understood by said witness as his deposition in said cause; that he signed the same as his deposition in my presence; that the questions propounded to said witness, and to which he has answered, are the direct and cross-interrogatories accompanying said commission; that the said deposition has in no manner been changed or altered since the same was subscribed by said witness, but that the same with the exhibits thereto which are herewith returned has remained in my possession up to the time of sealing and delivering the same to the post-office [or, party, as the case may be] directed to the clerk of the said court.

In witness whereof, I have hereunto set my hand and affixed my seal this . . . day of, A. D. 19

[L. S.]

. [Official signature]

MISSOURI

CAPTION

<p>. Plaintiff, <i>vs.</i> Defendant.</p>	}	<p>Suit pending in the circuit court of county, Missouri.</p>
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Depositions of witnesses, produced, sworn, and examined, on the . . . day of, A. D. 19, between the hours of eight o'clock in the forenoon and six o'clock in the afternoon of that day, at, in the county of, and state of, before me, [name of officer and style of office], in a certain cause now pending in the court of the county of, in the state of Missouri, between, plaintiff, and, defendant, on the part of the [state whether plaintiff or defendant].

., of lawful age, being produced, sworn, and examined on the part of the, deposeth and saith: [Insert statement of witness.]

CERTIFICATE OF OFFICER

State of }
County of } ss.

I,, notary public in and for said county, duly commissioned for a term expiring on the . . . day of, A. D. 19 . . ., do certify that in pursuance of the annexed commission and notices, I caused to appear before me at, in said county and state, and, who were by me first severally duly sworn [or, affirmed] to testify the whole truth, and nothing but the truth, of their knowledge touching the matter aforesaid; and they were examined before me, and all the questions put to them, and their answers thereto, were by me reduced to writing;* that their respective depositions were distinctly read over to said witnesses, and were by them respectively subscribed and sworn to before me; and that they were so taken, read over, and subscribed and sworn to on the day, between the hours, and at the place, specified in the annexed notices.

[If the depositions were not finished on the first day, insert at the point marked * instead of "that their respective depositions," etc., the following clause: "That the taking of said depositions was begun on the day, between the hours, and at the place, specified in the annexed notices, and was continued by adjournment from day to day at the same place and between the same hours as in said notices specified, and for the reasons above stated; that their depositions, having been reduced to writing as aforesaid, were distinctly read over to said and, and were by them respectively subscribed and sworn to before me on the . . . day of, A. D. 19 . . ."]

And said depositions are now herewith returned.

And I further certify that the costs and expenses of taking said depositions, as audited and allowed by me, are as follows:

Commissioner's fee	\$
Constable's fee for serving two subpoenas . . . . .	. . . . .
Witness fee of for one day's attendance . . . . .	. . . . .
Witness fees of for two days' attendance . . . . .	. . . . .
Postage paid . . . . .	. . . . .
Total	\$

All of which expenses have been paid by

Given at, in the county of, and state of, this . . . day of, A. D. 19 . . .

[L. s.], Notary Public.

My commission will expire the . . . day of, A. D.

19 . . .

MONTANA

CAPTION

.....	}	Suit pending in the.....court for.....county, Montana.
Plaintiff,		
vs.		
.....		
Defendant.		

Answers and depositions of....., the witness named in the annexed commission, issued out of the.....court for.....county, Montana, and delivered to me, [name and official character], to be executed, by virtue of which I caused said witness to appear before me at my office in.....county, state of....., who, after being by me duly sworn, to me answers to make to the direct and cross-interrogatories hereto attached, deposes and says as follows, to wit:

CERTIFICATE OF OFFICER

State of.....
County of.....} ss.

I, [name and official character], do hereby certify that the foregoing answers and depositions of....., the witness before named, were taken in my office at.....,.....county, state of....., on the...day of....., A. D. 19..., in accordance with the annexed commission, and that after they were read over to said witness, they were sworn to and subscribed by said witness in my presence.

Witness my hand and seal of office on this...day of....., A. D. 19...
[L. S.].....

..... [Official signature]

NEBRASKA

CAPTION

.....	}	Suit pending in the.....court for.....county, Nebraska.
vs.		
.....		
.....		

Answers and depositions of.....and.....
....., witnesses named in the annexed commission

[or, notice, or, agreement] taken before me, [name and official character], at my office in county, state of, on the . . . day of, A. D. 19 . . . , between the hours of . . . A. M. and . . . P. M., in accordance with said commission [or, notice, or, agreement] to be read in evidence in behalf of the plaintiff on the trial of the above-styled cause pending in the court above named.

The witness,, being by me first cautioned and by me solemnly sworn, deposes and says:

CERTIFICATE

State of }
County of } ss.

I, [naming official character of magistrate according to fact], do hereby certify that [naming all witnesses who have testified] were by me first severally sworn [or, affirmed] to testify the truth, the whole truth, and nothing but the truth, and that the depositions by them respectively subscribed, as above set forth, were reduced to writing by myself [or, if by any other person, name him and say, by, who is not interested in the suit, in my presence, and] in the presence of the witnesses respectively, and were respectively subscribed by the said witnesses in my presence, and were taken at the time and place in the annexed notice [or, agreement] specified; that I am not counsel, attorney, or relative of either party, or otherwise interested in the event of this suit; [if there be adjournments, add] and said depositions were commenced at the time in said notice specified, and continued by adjournments from day to day as above stated.

Witness my hand and seal of office on this . . . day of, A. D. 19

[L. s.]

_____ [Official signature]

NEVADA

CAPTION

. }
vs. } Suit pending in the court of
. } county, Nevada.

Answers and depositions of and
., witnesses named in the annexed commission,

issued out of the above-named court in the above-styled and numbered cause, by virtue of which I caused said witnesses to appear before me.

The witness,, being first duly and publicly sworn, in accordance with the directions in said commission, deposes and says:

CERTIFICATE OF OFFICER

State of }
County of } ss.

I,, one of the commissioners appointed in the annexed commission to take the depositions of the witnesses therein named, in the above-styled cause, do hereby certify that and, the said witnesses, appeared before me at my office in county, state of, and being by me first duly and publicly sworn to tell the truth, the whole truth, and nothing but the truth, were separately examined and the testimony of each was by me reduced to writing, and after being by me read over to them, each subscribed his deposition in my presence.

Witness my hand and seal of office this . . . day of, A. D. 19
[Official signature]

[The commissioner should indorse on the commission:
"This commission was executed by me as shown by my certificate on page . . . of the accompanying depositions.
., Commissioner."]

NEW HAMPSHIRE

CAPTION

.	} Suit pending in the court for county, New Hamp- shire.
Plaintiff,	
vs.	
.	
Defendant.	

Answers and depositions of, a witness in the above-styled cause, taken before me at my office in county, state of, in accordance with the commission [or, notice] hereto annexed. Said witness being sworn deposes and says:

CERTIFICATE OF OFFICER

State of } ss.
 County of }

I, [name and character of officer], do hereby certify that, the witness above named, personally appeared before me at my office in, county, state of, on the . . . day of, A. D. 19 . . . , and after subscribing the foregoing deposition in my presence, made solemn oath that the same contains the truth, the whole truth, and nothing but the truth, so far as his knowledge goes relative to the cause in which it was taken. The said deposition is taken at the request of plaintiff [or, defendant, as the case may be] in the above-styled cause to be used in the above-named court on the trial thereof. The [adverse party, naming him] being duly notified was [or, was not] present. The reason for taking said deposition was that the witness lives out of the state.

Witness my hand and seal of office this . . . day of, A. D. 19

[L. S.]

. [Official signature]

NEW JERSEY

OATH OF COMMISSIONER

State of } ss.
 County of }

Be it remembered, that on this . . . day of, A. D. 19 . . . , at, in the county of, and state of, before me,, a notary public, lawfully authorized to administer oaths and affirmations in the state and county aforesaid, personally appeared, residing in, the commissioner in the within commission named, who being by me duly sworn, on his oath doth say that he will faithfully, fairly, and impartially execute the said commission.

. [Commissioner's signature]

Sworn and subscribed before me the day and year above written.

. [Officer's signature]

CAPTION

. }
 vs. } Suit pending in the court
 } of county, New Jersey.

Be it remembered, that on this . . . day of . . . , A. D. 19 . . . , at . . . , in the . . . of . . . , county of . . . , and state of . . . , being the time and place appointed by us for taking the examination of the witnesses named in the commission to which this schedule is annexed, we, . . . and . . . , the commissioners therein named, having first taken the oath required of us in this behalf, faithfully, fairly, and impartially to execute the said commission before . . . , who is a . . . , lawfully authorized to administer oaths and affirmations in said county and state, proceeded to examine such of the witnesses aforesaid as could be met with, upon the interrogatories annexed to the said commission as therein directed, and caused such examination to be taken down in writing, and signed by the witnesses respectively, and signed the same ourselves, as hereinafter follows:

. . . , one of the witnesses named in said commission, being first duly sworn true answers to make to the direct and cross-interrogatories to him propounded, deposes and says:

 CERTIFICATE

State of }
 County of } *ss.*

. . . , the commissioner within named, doth hereby certify and return to the . . . court of . . . that he has duly executed the within commission in manner and form as is therein and thereby commanded; and that the execution thereof will fully appear by the schedule to the said commission and the accompanying interrogatories annexed.

Given under my hand and seal this . . . day of . . . , A. D. 19 . . .

[L. s.]

. . . [Official signature] . . .

NEW MEXICO

CAPTION

..... }
vs. } Suit pending in the court
 } of county, New Mexico.

Depositions of, a witness, taken before me,, a notary public in and for county,, by virtue of a commission issued out of the above-named court in the above-entitled and numbered cause. The said witness being duly sworn to tell the truth, the whole truth, and nothing but the truth, deposes and says as follows:

CERTIFICATE

Territory of }
 [or, State of] } ss.
 County of

I, [name and official character], do hereby certify that, the witness above named, personally appeared before me on the ... day of, A. D. 19 .., and, after being by me duly sworn, answered the interrogatories hereto attached, and his answers were by me taken down in writing and were read over and corrected by him, and were then subscribed by him in my presence, and I personally know him [or, if not known, state that he has been proven] to be the same person named in said commission.

Witness by hand and seal of office this ... day of, A. D. 19 ..

[L. S.]

.....
 [Official signature]

NEW YORK

CAPTION

....., Plaintiff, }
vs. } Suit pending in the court
 Defendant. } for county, New York.

Depositions of and, the witnesses named in the annexed commission taken before me, [name

and official character], on the . . . day of, A. D. 19 . . . , by virtue of said commission issued out of the court of county, New York, in the above-entitled and numbered cause.

., the first witness, aged . . . years, and a resident of county,, first being publicly sworn to testify to the truth, the whole truth, and nothing but the truth, examined on the part of the plaintiff [or, defendant, as the case may be] deposes and says as follows:

[The notary should sign his name officially to every half sheet of the deposition.]

CERTIFICATE

State of }
County of } ss.

I, [name and official character], do hereby certify that and, the witnesses before named, personally appeared before me at my office in county,, on the . . . day of, A. D. 19 . . . , at . . . o'clock . . M., and after being sworn to testify the truth, the whole truth, and nothing but the truth, did depose to the matters contained in the foregoing deposition, and did in my presence subscribe the same and indorse the exhibits annexed thereto; and I further certify that I have subscribed my name to each half sheet thereof and to each exhibit.

Witness my hand and seal of office this . . . day of, A. D 19
[L. S.]

[Official signature]

[If counsel for either side appear, the certificate should show that fact, stating name of each attorney.]

NORTH CAROLINA

CAPTION

., Plaintiff, }
vs. } Suit pending in the superior court of
., Defendant. } county, North Carolina.

Pursuant to the annexed commission delivered to me, [name and official character], authorizing me to take the depositions of, a witness for plaintiff, to

CERTIFICATE

[Official signature]

NORTH DAKOTA

CAPTION

Answers and depositions of and
., taken before me, [name and official character],
within and for the county of, state of,
on the . . . day of, A. D. 19 . . . , pursuant to the
annexed notice in the above-styled cause pending in the
. court of county, North Dakota, for said
plaintiff [or, defendant, as the case may be], plaintiff and

defendant both being represented by counsel during the examination of said witnesses.

The witness,, being first duly sworn as hereinafter certified, testified as follows:

CERTIFICATE

State of }
County of } ss.

I, [name and title of officer], do hereby certify that the above-named [naming all witnesses who have testified], were by me first duly sworn [or, affirmed] to testify the truth, the whole truth, and nothing but the truth, in the above-entitled cause, and that the foregoing depositions, by them respectively subscribed, were reduced to writing by me [or, if by any other person, name him, and say, by, who is not interested in said action, in my presence], and were respectively subscribed by said witnesses in my presence, and were taken at the time and place in the annexed notice specified; that I am not counsel, attorney, or relative of either party, or interested in the event of said action; [if there be adjournments, add] and said depositions were commenced at the time and place in said notice specified, and continued by adjournment from day to day, at the same place, and between the same hours, as in the notice specified, and for the reasons above stated.

In testimony whereof, I have hereunto set my hand and affixed my official seal this . . . day of, A. D. 19
[L. S.]

[Official signature]

OHIO

CAPTION

. }
vs. } Suit pending in the court
. } for the county of, Ohio.

Depositions of witnesses taken before me,
., a notary public in and for county, state of
., in the above-entitled and numbered cause pending in the court of county, Ohio, by virtue of the annexed commission [or, notice] to be read on behalf of plaintiff in the trial of said cause.

., first witness, being duly sworn, deposes and says:

CERTIFICATE

State of }
County of } ss.

I, [name and official character], do hereby certify that the above named [naming all witnesses] were by me first duly sworn [or, affirmed] to testify the truth, the whole truth, and nothing but the truth, in the above-entitled cause, and that the foregoing depositions by them respectively subscribed were reduced to writing by me and subscribed by the said witnesses in my presence [or, if by any other person, insert his name and state that he was a disinterested person, and they were written in the presence of the officer], and were taken at the time and place in the annexed notice specified, and that I am not counsel, attorney, or relative of either party, or otherwise interested in the event of this suit.

In testimony whereof, I have hereunto set my hand and official seal this . . . day of, A. D. 19

[L. S.]

[Official signature]

OKLAHOMA

CAPTION

. }
vs. } Suit pending in the court of
. } county, Oklahoma.

Answers and depositions of and
., witnesses taken before me, [name and official character], on the . . . day of, A. D. 19, at my office in, county,, between the hours of . . . o'clock A. M. and . . . o'clock P. M., in accordance with the annexed notice, in the above-entitled cause pending in the court of county, Oklahoma.

Both parties having appeared by attorney, said witnesses were examined in the following order:

., a witness for plaintiff, of lawful age, first being duly sworn to testify the truth, the whole truth, and nothing but the truth, deposes and says:

CERTIFICATE

Territory of . . . }
 [or, State of . . .] ss.
 County of . . . }

I, a . . . within and for the county of . . . , in the territory [or, state] of . . . , do hereby certify that . . . and . . . , the witnesses before named, were by me first duly sworn to testify the truth, the whole truth, and nothing but the truth; and that the depositions by them respectively subscribed, as above set forth, were reduced to writing by . . . in presence of the witnesses, and were respectively subscribed by said witnesses in my presence, and taken at the time and place specified in the annexed . . . , and that I am not a relative, counsel, or attorney of either party, or otherwise interested in the event of this action or proceeding.

Witness my hand and . . . seal, at . . . , in said county, this . . . day of . . . , A. D. 19 . . .
 [L. S.] . . . [Official signature] . . .

OREGON

CAPTION

. . . }
 vs. } Suit pending in the . . . court
 . . . } of . . . county, Oregon.

Depositions of . . . and . . . , witnesses on behalf of plaintiff in the above-styled cause, taken before me, [name and official character], at my office in . . . county, . . . , on the . . . day of . . . , A. D. 19 . . . , in accordance with the annexed commission issued out of the . . . court of . . . county, Oregon.

. . . , appearing as attorney for plaintiff, and . . . , appearing as attorney for defendant [or, neither party appearing, as the case may be], . . . , the first witness being duly sworn, deposes as follows, to wit:

CERTIFICATE

State of }
 County of } ss.

I, [name and official character], do hereby certify that on the . . . day of, A. D. 19 . . . , between the hours of o'clock A. M. and o'clock P. M., at my office in, county,, the foregoing deposition of and, the witnesses above named, were taken before me, by virtue of and in accordance with the commission hereto attached; that such depositions were by me reduced to writing, and after being written each deposition was read over to the witness who made it, and was in my presence subscribed by him; that before said depositions were taken, each witness was sworn to tell the truth, the whole truth, and nothing but the truth, in answering the questions propounded to him therein.

Witness my hand and seal of office this . . . day of, A. D. 19

[L. s.]

. [Official signature]

PENNSYLVANIA

CAPTION

. }
 vs. } Suit pending in the court of common
 } pleas for county, Penn-
 } sylvania.

Answers and depositions of and, witnesses in the above-styled cause, taken before me, [name and official character], at my office in, county,, on the . . . day of, A. D. 19 . . . , between the hours of o'clock A. M. and o'clock P. M., under and by virtue of the annexed commission issued out of the court of common pleas for county, Pennsylvania., the first witness for plaintiff, being duly sworn, deposes and says:

CERTIFICATE

State of }
 County of } ss.

I, [name and official character], do hereby certify that the foregoing answers and depositions of the witnesses, and, were made before me, and each deposition was read over to the witness who made it, and was subscribed by him in my presence, he having been first duly sworn true answers to make to the interrogatories propounded to him.

Witness my hand and seal of office this . . . day of, A. D. 19
 [L. s.] [Official signature]

[The notary should sign his name officially to each page of the deposition.]

RHODE ISLAND

CAPTION

. }
 vs. } Suit pending in the court
 } of county, Rhode Island.

Answers and depositions of and witnesses in the above-styled cause, taken before me, [name and official character], at my office in county,, on the . . . day of, A. D. 19 , I having first notified the adverse party of the time and place of taking such deposition. The witness,, being first duly sworn, deposes and says:

CERTIFICATE OF OFFICER

State of }
 County of } ss.

Be it remembered, that in, county of, state of, on the . . . day of, A. D., 19 , personally appeared before me at, who being by me first sworn to testify the truth, the whole truth, and nothing but the truth, gave the foregoing deposition,

which was by me reduced to writing in his presence [or, by him reduced to writing in my presence], and by him signed in my presence.

Taken by virtue of annexed commission at the request of [as the case may be], to be used in the trial of an action pending in the court to be holden in, within and for the county of, in the state of Rhode Island, on the . . . day of, A. D. 19

The adverse party was duly notified, as appears by return of the notification hereto annexed, and was present [or, was not present].

I further state that I am not attorney or of counsel for either of said parties, nor interested in the result of said suit.

In witness whereof, I have hereunto subscribed my name and affixed my official seal this . . . day of, A. D. 19

[L. S.]

[Signature and title of officer]

SOUTH CAROLINA

OATH OF COMMISSIONERS

State of } ss.
County of }

Do you solemnly swear that you shall, to the best of your knowledge, truly, faithfully, and without partiality to any or either of the parties in this cause, take the examination and deposition of all and every witness and witnesses, produced and examined, by virtue of the commission hereunto annexed, upon the interrogatories now produced and left with you; that you shall not publish, disclose, or make known to any person or persons whatsoever, except the clerk or clerks by you employed, and sworn to secrecy in the execution of this commission, the contents of all, or any, of the depositions of the witnesses, or any of them, to be taken by you and the other commissioners, in the commission named, or any of them, by virtue of the said commission, until publication shall pass by rule of the said court. So help you God.

.
.

Commissioners.

CAPTION

..... }
vs. } Suit pending in court for
 } county, South Carolina.

Answers and depositions of and
, the witnesses named in the annexed commis-
 sion, taken before me at my office in,
 county,, on the ... day of, A. D. 19 ..,
 in accordance with said commission issued out of the
 court for county, South Carolina, in the above-
 styled cause.

....., a witness, being first duly sworn,
 deposes and says:

CERTIFICATE

State of }
 County of } *ss.*

I,, the commissioner [or, notary, as the
 case may be], do hereby certify that the foregoing deposi-
 tions of the witnesses, and,
 were made before me and were by me reduced to writing
 and were signed, each by the witness who made it, in my
 presence, at the time and place mentioned in the caption
 hereto attached.

Witness my hand this ... day of, A. D. 19 ..
, Commissioner.

[If more than one commissioner act, both should sign certificate.
 If a notary or other officer be acting under a general commission, he
 should close certificate as in the ordinary case; if acting under special
 commission, he should sign as above.]

SOUTH DAKOTA

CAPTION

..... }
vs. } Suit pending in the court
 } of county, South Dakota.

Depositions of witnesses taken before me, [name and
 title of officer], within and for the county of, in
 the state of, on the ... day of, in the
 year, pursuant to the annexed notice, in an action

pending in the court, wherein is plaintiff and is defendant, for said plaintiff [or, defendant, as the case may be].

[Here state whether plaintiff or defendant were present or represented by counsel.]

The witness,, of lawful age, being first duly sworn, deposes and says:

CERTIFICATE

State of } ss.
County of }

I, [name and title of officer], do hereby certify that the above-named [naming all witnesses who have testified], were by me first duly sworn [or, affirmed] to testify the truth, the whole truth, and nothing but the truth, in the above-entitled cause, and that the foregoing depositions, by them respectively subscribed, were reduced to writing by me [or, if by any other person, name him, and say, by], who is not interested in said action, in my presence], and were respectively subscribed by said witnesses in my presence, and were taken at the time and place in the annexed notice specified; that I am not counsel, attorney, or relative of either party, or interested in the event of said action; [if there be adjournments, add] and said depositions were commenced at the time and place, in said notice specified, and continued by adjournment from day to day, at the same place, and between the same hours, as in the notice specified, and for the reasons above stated.

In testimony whereof, I have hereunto set my hand and affixed my official seal this . . . day of . . . , A.D. 19 . . .

[Signature and title of officer]

TENNESSEE

CAPTION

. } Suit pending in the court
vs. } of county, Tennessee.

Depositions of and ,
witnesses for plaintiff in the above-styled cause, taken before
me, [name and official character], at my office in ,
. county, , on the . . . day of

A. D. 19 , upon commission [or, notice], [here state whether the parties or their attorneys were present].

....., the first witness, aged . . . years, being duly sworn, deposes and says:

CERTIFICATE

State of }
County of } ss.

The foregoing depositions were taken before me, as stated in the caption, and reduced to writing by me [or, by witnesses in my presence]. And I certify that I am not interested in the cause, nor of kin or counsel to either of the parties; and that I sealed said depositions and delivered them [or, put in the post-office] without being out of my possession, or altered after they were taken.

Witness my hand and seal of office this . . . day of . . . ,
A. D. 19 .
[L. s.] [Official signature] . . .

My commission expires on the . . . day of . . . , A. D.
19 .

TEXAS

CAPTION

....., Plaintiff, }
vs. } Suit pending in the district court of
....., Defendant. } county, Texas.

By authority of the commission directed to me and interrogatories accompanying the same, which are hereto attached, from the clerk of the district [or, county, or, from a justice of the peace] court of county, Texas, in the case of vs. , now pending in said court, I caused to come before me at my office in the city and county aforesaid, the witness, , therein named, a resident of the county of , aged years, who being by me duly sworn to speak the truth, the whole truth, and nothing but the truth, in answer to the several interrogatories and cross-interrogatories in the said case propounded to him, proceeded to answer the same as follows:

In answer to interrogatory first, the witness says:

CERTIFICATE OF OFFICER

State of } ss.
 County of }

I, [name and style of officer], do hereby certify that the foregoing answers of the witness,, were reduced to writing by me [or, by in my presence], and that they were subscribed and sworn to before me by said witness at my office in the city of, county of, state of Texas, on the . . . day of, A. D. 19

Witness my hand and seal of office this . . . day of, A. D. 19
 [L. s.] [Official signature]

EXHIBITS

State of } ss.
 County of }

I hereby certify that the foregoing letter [or, other document] was shown to [or, produced by] the witness,, and was examined by him, and by him made a part of his answer No. . . ., and was at his request marked exhibit "A" and hereto attached.

[L. s.] [Official signature]

[When the original cannot be attached:]

State of } ss.
 County of }

I do hereby certify that the foregoing exhibit is a true and correct copy of the original instrument inquired about in interrogatory No. . . ., that the original instrument could not be attached as requested [give in full the reason why it could not be attached], that the said original instrument was produced before me, was identified by the witness,, and was copied by me, that said copy was examined by said witness and made a part of his answer No. . . ., and was at his request by me hereto attached and marked exhibit "A."

Witness my hand and seal this . . . day of, A. D. 19
 [L. s.] [Official signature]

[Whenever the taking of the deposition is adjourned because of the sickness of any witness or for any other cause, there should be indorsed on the deposition a special certificate of the notary stating such cause in full and the date to which the hearing is adjourned.]

UTAH

CAPTION

..... }
 vs. } Suit pending in the court
 } of county, Utah.

Depositions of and
 witnesses taken in the above-styled cause pending in the
 court of county, Utah, in accordance
 with the annexed commission, taken on behalf of plaintiff.
, first witness, being duly sworn, deposes
 and says:

CERTIFICATE

State of }
 County of } *ss.*

I, [name and official character of the officer], the commis-
 sioner named in the said commission [or, notice, or, stipula-
 tion], do hereby certify that the above-named [name all
 witnesses], appeared before me and were by me first duly
 and severally sworn [or, affirmed] to testify the truth, the
 whole truth, and nothing but the truth, in the above-entitled
 cause; their evidence was then taken down, and to each
 witness his evidence was carefully read over and the same
 was corrected by him, after which he subscribed the same in
 my presence on the . . . day of . . . , A. D. 19 . . . , at my
 office in the town of . . . , county of . . . , and
 state of Said depositions were taken at the time
 and place mentioned in the annexed commission [or, notice,
 or, stipulation; or say, and were commenced at the time and
 place mentioned in the annexed notice, or, commission, or,
 stipulation] specified, and continued by adjournment from
 day to day at the same place and between the same hours
 as in the said notice [or, commission] specified, and for the
 reasons above stated.

In testimony whereof, I have hereunto set my hand and
 official seal this . . . day of . . . , A. D. 19 . . .

[L. s.]

.....
 [Official signature]

VERMONT

CAPTION

..... }
vs. } Suit pending in the court
 } of county, Vermont.

Answers and depositions of , a witness in the above-styled cause now pending in the court of county, Vermont, taken on behalf of plaintiff by virtue of the annexed commission issued out of said court. The witness being duly sworn, deposes and says:

CERTIFICATE

State of }
 County of } *ss.*

I, [name and official character], do hereby certify that on this ... day of , A. D. 19 .. , at my office in county, , the witness above named, appeared before me and signed the foregoing deposition in my presence and solemnly swore that the same contains the truth, the whole truth, and nothing but the truth, in regard to said cause.

Witness my hand and seal of office this ... day of ,
 A. D. 19 ..
 [L. S.]

..... [Official signature]

VIRGINIA

CAPTION

..... }
vs. } Suit pending in the court
 } of county, Virginia.

The depositions of and others, taken before me, , a notary public of and for the state of , pursuant to notice hereto annexed, at the office of , in the state of , on the ... day of , A. D. 19 .. , between the hours of 6 A. M. and 6 P. M., to be read as evidence on behalf of ,

in a certain cause now pending in the court of
, wherein is plaintiff and
 is defendant. [State whether or not counsel for
 either party is present.]

., a witness for plaintiff, being first duly
 sworn, says:

CERTIFICATE

State of }
 County of } ss.

I, [name and official character], do hereby certify that the
 foregoing depositions were duly taken, reduced to writing,
 and signed by the witnesses respectively before me, at the
 time and place mentioned in the caption hereto, in accordance
 with the annexed commission.

Witness my hand and seal of office this . . . day of
, A. D. 19 . . .
 [L. S.] [Official signature]

WASHINGTON

CAPTION

. }
 vs. } Suit pending in the court
 } of county, Washington.

The depositions of, taken on the . . . day of
, A. D. 19 . . ., at the office, in the city or
 town of, county of, state of,
 and to be read as evidence in behalf of plaintiff [or, defend-
 ant], on the trial of the above-styled and numbered cause pend-
 ing in the court of county, Washington.

CERTIFICATE

State of }
 County of } ss.

I, [name and official character], do hereby certify that the
 foregoing deposition of, the witness above
 named, was taken before me on the . . . day of, A. D.

19 , at my office in county, , pursuant to the annexed commission [or, notice], and was by me written down; that the above-named witness before examination was by me duly sworn to tell the truth, the whole truth, and nothing but the truth; and that said deposition was carefully read over to him by me, and was signed by him in my presence.

Witness my hand and seal of office this . . . day of , A. D. 19

[L. S.]

[Official signature]

WEST VIRGINIA

CAPTION

.	} Suit pending in the court for county, West Virginia.
<i>vs.</i>	
.	

Depositions of , a witness taken before me, [name and official character], at my office in , county, , on the . . . day of , A. D. 19 , pursuant to the annexed commission [or, notice], to be read as evidence in behalf of plaintiff, on the trial of the above-styled cause pending in the court of county, West Virginia. The said witness being first duly sworn deposes and says:

CERTIFICATE

State of }
County of } ss.

I, [name and official character], do hereby certify that the foregoing deposition of was duly taken, sworn to, and subscribed by said witness before me at the time and place and within the hours prescribed by said annexed commission [or, notice]. And I do further certify that at the time of taking said depositions I was a duly qualified notary public [or, other officer].

Given under my hand and official seal this . . . day of , A. D. 19

[L. S.]

[Official signature]

WISCONSIN

CAPTION

. } Suit pending in the court
 vs. } of county, Wisconsin.

Depositions of, a witness on the part of plaintiff in the above-styled cause, taken before me, [name and official character], at my office in, county, state of, on the . . . day of, A. D. 19 . . . , between the hours of . . . A. M. and . . . P. M., under and by virtue of the annexed commission and upon the interrogatories and cross-interrogatories thereto attached. Said witness being first duly sworn deposes and says:

CERTIFICATE

State of }
 County of } *ss.*

I, [name and official character], do hereby certify that the foregoing deposition of, the witness before named, was taken before me at my office in, county,, pursuant to the annexed commission and upon the interrogatories and cross-interrogatories attached thereto. That said deposition was written down by me, and was subscribed and sworn to by said witness before me.

Witness my hand and seal of office this . . . day of, A. D. 19
 [L. s.] [Official signature]

WYOMING

CAPTION

. } Suit pending in the district court of
 vs. } county, Wyoming.

Depositions of, to be used in behalf of plaintiff on the trial of the above-styled cause, taken before

me at my office in county, ,
 commencing at . . . o'clock . . . , on the . . . day of ,
 A. D. 19 . . . , in accordance with the annexed commission.

Said witness being first duly sworn, deposes and says:

CERTIFICATE

State of }
 County of } ss.

I, [name and official character], do hereby certify that the foregoing deposition of , the witness before named, was taken before me at the time and place mentioned in the caption thereto attached, to be used in behalf of plaintiff; that defendant was duly served with notice of the taking of said deposition as shown by the return of said notice hereto attached; the said witness was first duly sworn to tell the truth, the whole truth, and nothing but the truth; and that his deposition was written down by me and subscribed by him in my presence.

Witness my hand and seal of office this . . . day of , A. D. 19

[L. s.]

. [Official signature]

GUARANTIES

GUARANTY OF PAYMENT OF A NOTE

[To be indorsed on note.]

For value received, I hereby guaranty the payment at maturity of the within note [or, instrument] to the then holder thereof or his assigns, together with all costs and expenses incurred in the collection of the same from the maker and myself, or either of us.

.....

GUARANTY OF COLLECTION OF A NOTE

[To be indorsed on note.]

For value received, I hereby guaranty the collection of the within note [or, instrument] to the then holder thereof or his assigns, together with all costs and expenses incurred in the collection of the same from the maker and myself, or either of us.

.....

GUARANTY OF PERFORMANCE

[To be indorsed on lease, bond, agreement, or other contract.]

For value received, I hereby guaranty to the legal or equitable owner of the within contract, his heirs or assigns, the full performance thereof on the part of, together with all the costs and expenses incurred in enforcing such performance from and myself, or either of us.

.....

GUARANTY OF PAYMENT OF A CONTRACT

For value received, I hereby guaranty the payment on the part of of the sums of money contracted to be paid by him in the within contract, and at the times and manner therein mentioned, together with all costs and expenses incurred in collecting the same from and myself, or either of us.

.....

GUARANTY OF ANY LIABILITY

MERCANTILE OR BANKING

For value received, and in consideration of credit heretofore extended or which may hereafter be extended by A. B. to C. D., I hereby to the extent of dollars guaranty to A. B., his heirs, executors, administrators, transferees, and assigns, the payment of any liability or indebtedness now incurred or which may hereafter be incurred by C. D. to A. B., and any ultimate balance that may be due by reason of such liability or indebtedness, either by open account or by negotiable or non-negotiable instrument on which C. D. is or may be directly or contingently liable, or for any other account or reason whatever. This guaranty shall extend and cover, in such amounts and places as C. D., his heirs, executors, or administrators may elect, any liability or indebtedness of A. B. that C. D. may have sold, discounted, pledged, negotiated, or transferred. Acceptance of this guaranty by any beneficiary is hereby waived, as is also any notice of default. The renewal or extension of time of payment of any of the aforesaid liability or indebtedness is hereby agreed to, as is also any release, addition to, or change of other security. The application of any payments made in the discretion of any beneficiary, whether applied on the above-mentioned liability or indebtedness or on other indebtedness of C. D., is hereby confirmed, as is also any and all acts of C. D. in relation to such liability, indebtedness, or ultimate balance. This guaranty is a continuing one, binding myself, my heirs, executors, and administrators; and in case of my death with this guaranty previously unrevoked, it shall cover all transactions made previous to the time when A. B. shall be actually informed of my death.

Witness my hand and seal this . . . day of, A. D.
19 [L. s.]

LETTER OF GUARANTY

SIR: If you will sell to Mr., of, the goods he wishes to buy [or, the goods may be described] to the amount of dollars [this may be omitted if the guaranty is intended to be of any amount] within . . . year [or, days, or, months, or, the time may be

omitted if it is not intended to limit it] from the date hereof, I, for value received, hereby promise and guaranty that the price thereof shall be duly paid. [This letter should also state on what terms the goods shall be sold, as to credit, delivery, etc., unless it is intended to leave all this to the buyer and seller.]

Date.

..... [Signature]

COLLATERAL GUARANTY

For value received, I, A. B., of, hereby, to the extent of dollars, and of any interest, costs, and expenses which may accrue or be incurred in addition thereto on account of the indebtedness or liability hereby guaranteed, hereby guaranty to the E. F. bank, of, the payment, when due, of any indebtedness or liability now existing or which may hereafter exist from C. D., hereinafter called principal debtor, to the E. F. bank, and I hereby agree that the said bank may grant any extension of time to, or make any compromise with the said principal debtor, or with any other person or persons liable on any instrument or debt with the said principal debtor, and that the said bank may, for or without value therefor, release or omit to perfect or enforce any securities held or controlled by it now or hereafter, and shall not thereby, or by any neglect as to any securities, be prejudiced or in any way affected in its claim hereunder, or incur any liability to me; and I further agree that said bank may advance and discount any amount beyond the said sum for the said principal debtor, and that no payment which may be received from the said principal debtor, or on account of any indebtedness or liability from him to the said bank, shall be applied in reduction of the liability of me hereunder until after the payment and satisfaction of any indebtedness or liability of said principal debtor beyond the said amount. This shall be a continuing guaranty to the extent aforesaid, and shall apply to and secure any ultimate balance that shall remain owing to the said bank, and this guaranty shall not be discontinued until written notice to the said bank. If at any time any sum owing from the said principal debtor to the said bank shall not be paid, when payable, the whole amount then owing from the said principal debtor shall be deemed, for the purpose of this instrument and the liability created thereby, as forthwith payable, and said bank may recover from me the whole amount hereby guaranteed, or so much thereof as said principal debtor may be owing. This

guaranty shall run in favor of said bank and any assignee of its said demand or demands. The indebtedness or liability of the principal debtor, heretofore mentioned, is understood to include liabilities or indebtedness purchased from third parties, as well as indebtedness or liability as principal indorser, guarantor, or surety for others or for a firm of which said debtor was a member when such indebtedness accrued or was renewed or extended.

As collateral security to this guaranty, I have deposited with said bank the following described securities:

[Signed] A. B.

JUSTICES OF THE PEACE

[The forms used by justices of the peace differ according to the jurisdiction in which they are acting, and it is impossible to give forms which will apply universally. The following are some of the more common forms in use in Pennsylvania, and with some modifications they may be used in many other jurisdictions.]

SUMMONS

County of }
State of } ss.

To , constable of ,
Greeting:

You are hereby commanded to summon ,
of , in said county, to be and appear on
the . . . day of , A. D. 19 . . . , at . . . o'clock . . . M.,
before the subscriber, one of our , in and
for said county, at his office in , to answer
. in a plea of [stating what the cause of
action may be].

Witness our said , at ,
who hath hereunto set his hand and seal, the . . . day of
. , A. D. 19

. [L. s.]

SUBPŒNA

County of }
State of } ss.

To

We command you, and each of you, that you be and
appear in your proper persons before ,
Esquire, one of our , at his office in
. , on the . . . day of , A. D. 19 . . . ,
at . . . o'clock . . . M., to testify the truth in a certain action
now pending before the said , in and for
said county, and then and there to be tried between
. , plaintiff, and , defendant, on the

part of the, and this you are in nowise to omit under the penalty of [.dollars each, or whatever the penalty may be].

Witness our said, who hath hereunto set his hand and seal, the . . . day of, A. D. 19 [L. s.]

WARRANT—DEBT

County of }
State of } ss.

To the constable [or, other proper officer] of
., or to the next constable of the said county most convenient to the defendant, Greeting:

You are hereby commanded to take the body of
., if be found in the said county, and bring before, one of our
. in and for the said county, forthwith, on the service hereof, to answer in a plea of debt or demand, [stating whatever the cause of action may be].

Witness the said, at, who hath hereunto set his hand and seal, this . . . day of, A. D. 19 [L. s.]

CRIMINAL WARRANT

County of }
State of } ss.

To any constable [or, other proper officer] of said county, Greeting:

You are hereby commanded to take the body of, if be found in the said county, and bring before, one of our in and for said county, to answer the state [or, people, or, commonwealth] upon a charge founded on the of, and further to be dealt with according to law. And for so doing this shall be your warrant.

Witness our said, at, who hath hereunto set his hand and seal, the . . . day of, A. D. 19 [L. s.]

SCIRE FACIAS TO REVIVE JUDGMENT

County of }
 State of } ss.

To the constable of, in said county,
 Greeting:

Whereas,, plaintiff, on the . . . day of, A. D. 19 . . . , obtained judgment before, Esq., one of our in and for said county, against, defendant, of the county aforesaid, for dollars debt, and dollars costs of suit, yet execution of the said judgment still remains to be made to the said plaintiff, and . . . ha . . . besought us to give a remedy in this behalf, and we, being willing that what is just should be done, command you that you make known to the said defendant that appear before our said on, the . . . day of, at . . . o'clock . . . M., of that day, at his office in, to show cause why the said plaintiff ought not to have execution against for the debt and costs aforesaid.

Witness our said, who hath hereunto set his hand and seal the . . . day of, A. D. 19 [L. s.]

EXECUTION

County of }
 State of } ss.

To the constable of, or to the next constable of said county most convenient, Greeting:

Whereas,, on the . . . day of, A. D. 19 . . . , obtained judgment before me, the subscriber, one of the in and for said county, against, for a debt of dollars as well as costs in that behalf expended and indorsed on this writ; these are therefore to command you to levy the said debt and interest thereon, with the costs, and the costs of this execution, of the goods and chattels of the defendant by distress and sale thereof according to law, returning the overplus, if any, to the defendant. And how you have acted in the

premises, return to me on the . . . day of, A. D.
19 , together with this precept.

Witness my hand and seal this . . . day of . . . ,
A. D. 19 [L. S.]

RECOGNIZANCE

State [or, Commonwealth] of }
 vs.
 }
 County of , ss.

We, and each of us,, do acknowledge ourselves jointly and severally indebted to the state [or, commonwealth] of in the sum of dollars, to be levied of our and each of our lands and tenements, goods, and chattels. Conditioned, that if the said shall be and appear at the next court of for the county of, to be held at, in and for the county of, then and there to answer all such charges as may be preferred against the said, and shall abide and not depart the court without leave, and in the meantime keep the peace and be of good behavior toward all the citizens of the state [or, commonwealth], then this recognizance to be void and of no effect; otherwise, to be and remain in full force and virtue.

Taken and acknowledged before me this . . . day of
, A. D. 19 [L. s.]

ATTACHMENT EXECUTION

County of } ss.
State of }

To any constable [or, other proper officer] of said county,
Greeting:

We command you that you attach by all
and singular goods and chattels, rights, moneys,
and credits, in whose hands or possession soever the same
may be, so that . . . be and appear before

Esquire, one of our in and for the said county, on the . . . day of, A. D. 19 . . . , at o'clock in the noon, to answer; and also, that you make known to that . . . be and appear before our said on and at the same day and hour, to show if anything they, or either of them, have, or has, or know, to say why a certain judgment recovered before our said on the . . . day of, A. D. 19 . . . , against the said by the said, for the sum of dollars and cents, besides \$ costs of suit, which judgment remains unsatisfied, shall not be levied of the effects of the said in the hands of the said, and have you then there this writ.

Witness our said, who hath hereunto set his hand and seal this . . . day of, A. D. 19

. [L. s.]

INTERROGATORIES

.	}	Before
<i>vs.</i>		Attachment in Execution.
.		Interrogatories to be answered by
and		garnishee, filed,
.		A. D. 19
Garnishee.		

First.—Do you know the defendant of whom you are the garnishee in the above writ of attachment?

Second.—Have you had commercial or other transactions with the said defendant? If yea, what was the state of your account with the said defendant at the time of the service of the above writ of attachment upon you?

Third.—Was there, or was there not, a balance in your hands in favor of the said defendant at the time of the service of the said writ of attachment upon you? If yea, state the amount particularly.

Fourth.—Had you in your possession any goods, merchandise, money-rights, credits, or effects of any nature whatsoever, belonging to the said defendant at the time of the service of the above writ of attachment on you? If yea, state the amount of said money, and the nature of the rights and credits, and the nature and quantity of said goods, merchandise, or effects.

[Interrogatories and rules need not be served on defendant, but must be served personally on the garnishee.]

RULE ON GARNISHEE TO ANSWER

.....	}	Before Attachment in Execution.
<i>vs.</i>		
and		
Garnishee.		

And now,, A. D. 19, on motion of
, plaintiff, rule entered on the garnishee to
 answer the interrogatories, filed in this case [in
 days, or judgment, according to the act of assembly in
 such case made and provided].

..... [L. S.]
 Take notice that the foregoing interrogatories, to be
 answered by you, have been filed, and that a rule has been
 entered to answer the same in days from the ser-
 vice of this notice; and also that unless answers thereto, in
 writing, on oath or affirmation, be filed in my office, within
 that time, judgment will be entered against you by default
 for the amount of the plaintiff's claim.

To,
 Garnishee.

INFORMATION

County of }
 State of } ss.

The information of, before
, Esquire, one of the justices of the peace in and for
 the said county, the ... day of, A. D. 19

The said saith that on the ... day of,
 A. D. 19, [state the facts, or, grounds of suspicion].

Sworn and subscribed before me this ... day of,
 A. D. 19, at,
 Justice of the Peace.

DISCHARGE

State [or, Common-	}	Charged before on the oath of with Committed day of, A. D. 19
wealth] of		
<i>vs.</i>		
.....		

Discharge out of your custody the body of the above-named defendant, if detained for no other cause than that mentioned in my *mittimus*. And for so doing, this shall be your sufficient warrant. I do certify, that this case has not been returned to court.

Bail entered by in \$, conditioned that the defendant shall

Given under my hand and official seal, this . . . day of, A. D. 19

To the keeper [or, warden] of the prison of
 [L. S.]

COMMITMENT

County of }
 State of } ss.

To the constable of, in the county of,
 and to the keeper [or, warden] of the common jail of the
 said county, Greeting:

These are to command you, the said constable, forthwith to convey and deliver unto the custody of said keeper [or, warden] of the said common jail the body of
, charged before, Esquire, one of
 our in and for the said county, with
 And you, the said keeper [or, warden] are hereby required to receive the said in your custody in the
 said common jail, and there safely keep until . . .
 be delivered by due course of law.

Witness my hand and seal this . . . day of, A. D.
 19 [L. S.]

SEARCH WARRANT

County of }
 State of } ss.

To any constable [or, other proper officer] of the said county,
 Greeting:

Whereas, it appears to me,, one of the
 in and for the said by the information
 and of of said, that the
 goods and effects enumerated herein, to the value of
 dollars or more, viz.: [describe the articles], have

lately, by some person or persons, been feloniously taken, stolen, and carried away, and that the said hath probable cause to suspect, and doth suspect, that the said goods, effects, or part thereof, are concealed in the house

These are therefore, in the name and by the authority of the state [or, commonwealth] of, to authorize you, the said constable, with necessary and proper assistance, to enter in the daytime, into the said house, and there diligently to search for the said stolen goods or effects, and if the same, or any part thereof, be found upon such search, then that you bring the said stolen goods or effects so found, and also the body of the person in whose possession the same may be found, before me, or some other of said, to be examined concerning the premises, and further to be dealt with according to law.

Witness the said, who hath hereunto set his hand and seal this . . . day of, A. D. 19 .

. [L. s.]

CIVIL TRANSCRIPT

TRANSCRIPT

.....	Summons, issued	,
.....	A. D. 19	, to
<i>vs.</i>	constable, returnable the	
.....	day of	, A. D.
.....	19	, between the hours of
	o'clock	M. and
	o'clock	M.

Served on defendant by

Costs

Justice

Summons
 Entering return
 Entering action
 Qualifying Const.
 Oaths
 Continuance
 Subpœna
 Subpœna D. T.
 Trial and judgment
 Judgment by Con. or default
 Execution
 Return of execution
 Bail for stay of execution .
 Receiving and paying over
 Entering discontinuance . .
 Entering satisfaction
 Appeal, including recogni-
 zance and return
 Transcript and Cft.

Constable

Serving summons
 Mileage
 Serving execution
 Mileage
 Levying
 Serving subpœna

..... County, ss.

I certify that the above is a correct transcript of the proceedings had before me in the above suit, and of record on my docket.

Witness my hand and seal this . . . day of . . . ,
 A. D. 19 [L. s.]

CRIMINAL TRANSCRIPT

Transcript from the docket of
 Commonwealth of } Warrant issued on the . . . day of
 }, A. D. 19 . . . , on oath
vs. } of Defendant
 } ant charged with
 }

[Insert a full record of the docket entries in the case.]

After hearing, defendant required to give bail in the sum of \$. conditioned for his appearance at the next term of court.

The defendant,, residing at
, and, residing at
, are bound jointly and severally in \$. for the
 appearance of the said defendant at the next term of the
 court of for the county of, and to abide
 by the orders of the said court.

The following persons are each held in \$., to
 appear and testify at the said term of court:

NAMES OF WITNESSES

RESIDENCE

.

I hereby certify that the above is a correct transcript from
 my docket. Witness my hand and seal this . . . day of
, A. D. 19

. [L. s.]

LANDLORD AND TENANT

LEASES

SHORT FORM

This agreement witnesseth, that A. B., of, doth hereby let unto C. D., of, for the term of . . . , from the . . . day of, A. D. 19 . . . , at the rent of . . . dollars, payable, the following described premises, to wit:; and the said C. D. doth hereby for himself, his heirs, executors, and administrators, covenant and promise to pay to the said A. B., his heirs, executors, administrators, or assigns, the said rent, in the proportions aforesaid; and the said C. D., his heirs, executors, and administrators, shall and will not, at any time during the said term, let or demise, or in any manner dispose of the hereby demised premises, or any part thereof, for all or any part of the term hereby granted, to any person or persons whatever, nor occupy or use the same in any other manner than as a without the consent and approbation, in writing, of the said A. B., his heirs, executors, administrators, or assigns, first had for that purpose; and shall and will at the expiration of the said term, yield up and surrender the possession of the said premises, with the appurtenances, unto the said A. B., his heirs, executors, administrators, or assigns, in the same good order and condition as the same now are, reasonable wear and tear thereof, and accidents happening by fire or other casualties excepted.

It is hereby further agreed, that if the above-named C. D. shall continue on the above-described premises after the termination of the above contract, then this contract shall continue in full force for another . . . , and so on from . . . to . . . until legal notice shall be given for a removal.

In witness whereof, the said A. B. and C. D. have hereunto set their hands and seals, the . . . day of, A. D. 19 . . .

Sealed and delivered in the presence of	}	A. B. [L. s.] C. D. [L. s.]
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LEASE WITH EJECTMENT CLAUSE AND WAIVERS

This indenture, made the . . . day of . . . , A. D. 19 . . . , between A. B., of . . . , first party, and C. D., of . . . , second party, witnesseth, that the first party doth demise and let unto the second party a certain messuage or tenement, with the appurtenances, situate in the . . . of . . . , county of . . . , and state of . . . , bounded and described as follows, viz.: . . . ; to have and to hold the same unto the second party, for the term of . . . , commencing the . . . day of . . . , A. D. 19 . . . , yielding and paying therefor . . . dollars per . . . , payable

A lawful continuance of the tenancy beyond said term shall be deemed a renewal thereof for the further term of . . . , to end at the expiration thereof without further notice. Every further lawful continuance shall be deemed a further renewal for a like term, to end in like manner; and every renewal or holding over shall be subject to the provisions of this indenture. The second party covenants with the first party in manner following, that is to say: The rent hereinbefore reserved shall be paid on the several days appointed therefor, without demand by the first party. No part of said term or of any renewal shall be assigned, nor any portion of the demised premises underlet, without the written consent of the first party. No waste shall be committed; and at the end of the said term, or of any renewal, the demised premises shall be delivered up without further notice in as good condition as at the commencement thereof, ordinary wear and tear and unavoidable damage by fire, tempest, and lightning excepted.

This demise is upon condition that the covenants of the second party shall be fully kept and performed; and on any breach thereof the estate demised shall at the election of the first party cease and determine, and the first party may reenter the demised premises without previous notice or demand. And upon the expiration or other determination of said term, or of any renewal, any attorney may appear for the second party in an amicable action of ejectment for the demised premises, in any court having jurisdiction, and confess judgment therein, with costs, in favor of the first party, or those claiming under the said first party, and against the second party and those claiming under said second party. But such reentry or judgment shall not bar the recovery of rent or damages for breach of covenant; nor

shall the receipt of rent after condition broken be deemed a waiver or forfeiture.

The second party confesses judgment for the rent reserved for said term, and for each renewal, with stay of execution until the several days of payment; such judgments to be entered successively as renewals shall take place. And judgment in ejectment, as hereinbefore provided, may be entered concurrently therewith. The notice to quit required by any act [of assembly] previous to proceedings to recover possession of the demised premises, and the benefit of all laws granting stay of execution, appeal, inquisition, or exemption of property from sale on execution or distress for rent, are waived by the second party. All personal property if removed from the premises shall for thirty days after such removal be liable to distress and may be distrained and sold for rent in arrear.

This indenture shall bind all persons claiming under the parties hereto, in whatever character, as fully as if they were in every instance herein named.

Sealed and delivered
the day and year first
written, in presence
of:
.....
.....

A. B. [L. S.]

C. D. [L. S.]

LEASE WITH CLAUSES AS TO UNDERLETTING, FIRE, DISTRESS, WAIVER, AND EJECTMENT

This indenture, made the . . . day of . . . , A. D. 19 . . . , between A. B., of . . . , hereinafter called the lessor, of the one part, and C. D., of . . . , hereinafter called the lessee, of the other part, witnesseth, that the said A. B., for and in consideration of the . . . rent of . . . dollars, lawful money, doth hereby demise and let unto the said C. D. [describe premises], for the term of . . . from the . . . day of . . . , A. D. 19 . . . ; and the said lessee hereby covenants and agrees that he, the said C. D., will not assign this lease, nor underlet the said premises, or any part thereof, or use or occupy the same other than as . . . without the written consent of the said lessor first had and obtained, and shall and will, during the said term, keep, and at the termination thereof deliver up, the said premises in good order and repair, reasonable wear and tear, and accidents by fire excepted. And in case the said premises shall be destroyed

by fire, this lease and the terms and conditions thereof, shall thereupon cease and determine; but if said premises should be partially destroyed by fire, the said rent shall cease only until the same are repaired, without prejudice to this lease; the said premises are hereby admitted by the said lessee to be in good order and repair; also, that all gas to be used on the said premises during said term shall be paid for by the said lessee

The said lessee further agrees that all goods on the said premises, and for thirty days after removal, shall be liable to distress for rent, and hereby waives the benefit of all exemption laws in relation thereto; it being hereby mutually agreed that if the said lessee shall continue in the occupancy of the said premises after the expiration of the said term, this lease shall continue upon the same terms and conditions as are herein contained for a further period of, and so on from to, until terminated by either party hereto giving to the other three months' notice for removal previous to the expiration of the then current Also, that if the said rent shall at any time be in arrear and unpaid, or if the said lessee shall underlet or otherwise use the said premises than as above expressed, or shall fail to remove therefrom at the expiration of this lease, as herein above provided, or shall not well and truly perform and fulfil all and every the covenants and agreements therein contained on his part to be performed and kept, then this lease shall, at the option of the said lessor, cease and absolutely determine; and any attorney may immediately thereafter, as attorney for the said lessee at the sole request of the said lessor sign an agreement for entering in any competent court an amicable action and judgment in ejectment (without any stay of execution or appeal) against the said lessee and all persons claiming under him for the recovery by the said lessor of possession of the hereby demised premises, without any liability on the part of the said attorney, for which this shall be a sufficient warrant; and the said lessee hereby releases to the said lessor all errors and defects whatsoever in entering such action or judgment, or in any proceeding thereon, or concerning the same; and hereby agrees that no writ of error or objection or exception shall be made or taken thereto. No such determination of this lease, nor taking or recovering possession of the premises, shall deprive the said lessor of any action against the said lessee for the rent or for the damages. All covenants and agreements herein contained, or agreed to be kept and performed by either of the said parties hereto, shall

extend to the heirs, executors, administrators, and assigns of such party.

In witness whereof, the said parties to these presents have hereunto set their respective hands and seals the day and year first above written.

Sealed and delivered

A. B. [L. S.]

C. D. [L. S.]

in the presence of

.....
.....

AGREEMENT TO LET

This agreement, made the . . . day of . . . , A. D. 19 . . . , between A. B., of . . . , of the first part, and C. D., of . . . , of the second part, witnesseth, that the said party of the first part has agreed to let, and hereby does let, to the said party of the second part, and the said party of the second part has agreed to take, and hereby does take, from the said party of the first part, the house and premises known and designated as . . . , for the term of . . . year to commence on the . . . day of . . . , and to end on the . . . day of . . . , and the said party of the second part hereby covenants and agrees to pay unto the said party of the first part, the annual rent or sum of . . . dollars, payable in equal monthly payments, on the first day of each month in said term, and to quit and surrender the premises at the expiration of the said term, in as good state and condition as they were in at the commencement of the term, reasonable use and wear thereof and damages by the elements excepted.

And the said party of the second part further covenants that he will not assign this lease, nor let or underlet the whole or any part of the said premises, nor make any alteration therein, without the written consent of the said party of the first part, under the penalty of forfeiture and damages; and that he will not occupy or use the said premises nor permit the same to be occupied or used for any business deemed extra hazardous on account of fire or otherwise, without the like consent, under the like penalty. And the said party of the second part further covenants that he will permit the said party of the first part, or his agents, to show the premises from 10 A. M. to 4 P. M. daily, Sundays and holidays excepted, to persons wishing to hire or purchase, and on and after the . . . day of . . . next preceding the expiration of the term, will permit the usual notice of "to let"

or "for sale" to be placed upon the walls or doors of said premises, and remain there without hindrance or molestation.

And also, that if the said premises, or any part thereof, shall become vacant during the said term, the said party of the first part, or his representatives, may reenter the same, either by force or otherwise, without being liable to any prosecution therefor, and relet the said premises as the agent of the said party of the second part, and receive the rent thereof, applying the same, first to the payment of such expenses as he may be put to in reentering, and then to the payment of the rent due by these presents; and the balance (if any) to be paid over to the said party of the second part, who shall remain liable for any deficiency.

And the said party of the second part hereby further covenants that if any default be made in the payment of the said rent or any part thereof, at the times above specified, or if default be made in the performance of any of the covenants or agreements herein contained, the said hiring, and the relation of landlord and tenant, at the option of the said party of the first part shall wholly cease and determine; and the said party of the first part shall and may reenter the said premises and remove all persons therefrom, and the said party of the second part hereby expressly waives the service of any notice in writing of intention to reenter, as provided for in the third section of an act entitled "An act to abolish distress for rent, and for other purposes," passed May 13, 1846.

In witness whereof, the parties to these presents have hereunto set their hands and seals the day and year first above written.

Sealed and delivered }
in the presence of }
..... }
..... }

A. B. [L. S.]
C. D. [L. S.]

[The preceding form is one in use in New York state, but may be used elsewhere by omitting or modifying the clause referring to the act abolishing distress for rent.]

ANOTHER FORM OF AGREEMENT TO LET

This agreement, between A. B., of, as landlord, and C. D., of, as tenant, witnesseth, that the said landlord lets unto the said tenant, and said tenant hires from the said landlord, all the premises, with the building thereon, known as, for the term of . . . year, from the . . . day of, A. D. 19 . . . ,

to be occupied as a, and not otherwise, at the yearly rent ofdollars, payable in equal monthly payments, on the first days of each month, upon the conditions and covenants following:

1. That the tenant shall pay the rent monthly as aforesaid, as the same shall fall due.

2. That the tenant shall take good care of the house and its fixtures, and suffer no waste; and shall at his own cost and expense, make and do all repairs required to the plumbing work and pipes, furnace, range and fixtures belonging thereto, and shall keep the water pipes and the connections with the water main free from ice and other obstructions to the satisfaction of the municipal and police authorities, and not call upon the party of the first part for any disbursements or outlay during the hereby granted term; and at the end or other expiration of the term shall deliver up the demised premises in good order and condition, damages by the elements excepted. That the tenant shall pay the water tax imposed on the hereby demised building, in each and every year during the term hereby granted. That no improvements or alterations shall be made in or to the hereby demised building, without the consent of the landlord in writing. All improvements made by the tenant shall belong to the landlord, at the expiration of the hereby granted lease.

3. That the tenant shall further and promptly execute and fulfil all the ordinances of the city corporation applicable to said premises, and all orders and requirements imposed by the board of health and the police department for the correction, prevention, and abatement of nuisances or other grievances in, upon, or connected with, said premises during said term, or other grievances, at his own expense.

4. That the tenant shall not assign this agreement, or underlet the premises, or any part thereof, or make any alterations in the building or premises without the landlord's consent, in writing; or occupy, or permit or suffer the same to be occupied, for any business or purpose deemed extra-hazardous on account of fire.

5. That the tenant shall in case of fire give immediate notice thereof to the landlord, who shall thereupon cause the damage to be repaired forthwith. But if the premises be so damaged that the landlord shall decide to rebuild, the term shall cease, and the accrued rent be paid up to the time of the fire.

6. That in case of default in any of the covenants, the landlord may resume possession of the premises, and relet

the same for the remainder of the term, at the best rent that he can obtain, for account of the tenant, who will be liable for any deficiency.

7. That the landlord shall have liberty, three months prior to the expiration of the term hereby granted, to put in some conspicuous part of the exterior of said premises, a notice "for sale" or "to let," and applicants shall be admitted at reasonable hours of the day to view said premises until rented. And said A. B. or his agents shall also be permitted at any time during the term, to visit and examine the premises at any reasonable hour of the day.

The premises being rented at the request of E. F., of said city of, as surety, the latter agrees in consideration of the said letting, that the tenant shall pay the rent, and perform the agreements on his part, above written.

In witness whereof, the parties to this agreement have hereunto interchangeably set their hands and seals, this . . . day of, A. D. 19

A. B.	[L. S.]
C. D.	[L. S.]
E. F.	[L. S.]

Sealed and delivered }
in the presence of }

[The foregoing form is in use in New York, and embodies special clauses as to water, fire, requirements of the board of health, and privilege of landlord to post notices on premises.]

CHICAGO LEASE OF CITY PROPERTY

This indenture, made this . . . day of, A. D. 19 . . . , between [name and residence of lessor], party of the first part, and [name and residence of lessee], of the second part, witnesseth, that the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, or his executors, administrators, and assigns, has demised and leased to the said party of the second part all those premises situate, lying, and being in the city of Chicago, in the county of Cook, and state of Illinois, and known and described as follows, to wit: [describe premises]. To have and to hold the said above-described premises, with the appurtenances, unto the said party of the second part, and his executors, administrators, and assigns, from the . . . day of, A. D. 19 . . . , for and during, and until the . . . day of, A. D. 19 . . . , the said party of the second part paying rent therefor as hereinafter stated.

And the said party of the second part, in consideration of the leasing the premises aforesaid by the said party of the first part to the said party of the second part, does covenant and agree with the said party of the first part, and his heirs, executors, administrators, and assigns, to pay the said party of the first part, at the house [or, office or store] of the said party of the first part, numbered . . . in . . . Street, Chicago, or at the house or office of his assigns, as rent for the said demised premises, the sum of [state whole annual rent], payable as follows [state times and terms of payments of rent].

And it is further agreed by the said party of the second part, in consideration of the leasing of the premises, that the said party of the second part shall and will pay, or cause to be paid, promptly, as soon as the same become due, all assessments for water rents that may be levied upon said demised premises, during the continuance of this lease, by the board of water commissioners of the city of Chicago, and save the said premises and the said party of the first part harmless therefrom; and that he will keep the said premises in a clean and healthful condition, in accordance with the ordinances of the city and the direction of the sewerage commissioners.

And the said party of the second part hereby covenants and agrees, in case of delay in payment of any water rent levied upon said premises during said term, to pay said party of the first part, as liquidated damages for such breach of covenant, double the sum of such rent so assessed upon said premises as aforesaid. And the said party of the second part further covenants with the said party of the first part, that at the expiration of the time in this lease mentioned, he will yield up the said demised premises to the said party of the first part in as good condition as when the same were entered upon by the said party of the second part, loss by fire or inevitable accident and ordinary wear excepted. It is further agreed by the said party of the second part, that neither he nor his legal representatives will underlet said premises, or any part thereof, or assign this lease, without the written assent of the said party of the first part first had and obtained thereto.

It is expressly understood and agreed, by and between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be behind or unpaid on the day and at the place of payment whereon the same ought to be paid, as aforesaid, or if default shall be made in any of the covenants herein contained to be kept by the said party of the second

part, or his executors, administrators, and assigns, it shall and may be lawful for the said party of the first part, or his heirs, executors, administrators, agent, attorney, or assigns, at his or their election, to declare said term ended, and the said demised premises, or any part thereof, either with or without process of law, to reenter, and the said party of the second part, or any other person or persons occupying, in or upon the same, to expel, remove, and put out, using such force as may be necessary in so doing, and the said premises again to repossess and enjoy as in his or their first and former estate; and it shall be the duty of the said party of the second part, his executors, administrators, or assigns, to be and appear at the said place above specified for the payment of said rent, and then and there tender and pay the same as the same shall fall due from time to time, as above, to the said party of the first part, or his agent or assigns; or, in his or their absence, if the party of the second part, or his legal representatives, shall offer to pay the same then and there, such offer shall prevent such forfeiture.

And it is expressly understood that it shall not be necessary in any event for the party of the first part, or his assigns, to go on or near the said demised premises to demand said rent, or elsewhere than at the place aforesaid; and that, in the event of any rent being due and unpaid, whether before or after such forfeiture declared, the party of the first part may distrain for any rent that may be due thereon upon any property belonging to the said party of the second part, whether the same be exempt from execution or distress by law or not; and the said party of the second part, in that case, hereby waives all legal rights which he may have to hold or retain any such property, under any exemption laws now in force in this state, or in any other way, meaning and intending hereby to give to the said party of the first part, and his heirs, executors, administrators, and assigns, a valid and first lien upon any and all the goods, chattels, or other property belonging to the said party of the second part, as security for the payment of said rent, in manner aforesaid, anything hereinbefore contained to the contrary notwithstanding. And if at any time said term shall be ended at such election of said party of the first part, or his heirs, executors, administrators, or assigns, as aforesaid, or in any other way, the said party of the second part, for himself and his executors, administrators, and assigns, does hereby covenant, promise, and agree to surrender and deliver up said above-described premises and property peaceably to the said party of the

first part, or his heirs, executors, administrators, and assigns, immediately upon the determination of said term as aforesaid; and, if he shall remain in the possession of the same . . . days after notice of such default, or after the termination of this lease in any of the ways above named, he shall be deemed guilty of a forcible detainer of said demised premises under the statute, and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcibly or otherwise, with or without process of law, as above stated; and in order to enforce a forfeiture of this lease for non-payment of rent when due, no demand for rent when due shall be required, any demand being hereby expressly waived. And it is further covenanted and agreed by and between the parties that the party of the second part shall pay and discharge all costs and attorney's fees and expenses that shall arise from enforcing the covenants of this indenture by the party of the first part.

In testimony whereof, the said parties have hereunto set their hands and seals the day and year first above written.

In presence of	}		[L. S.]
.....		[Signature of lessor]	
.....		[Signature of lessee]	[L. S.]

LEASE OF FURNISHED HOUSE OR APARTMENT

This indenture, made the . . . day of . . . , A. D. 19 . . . , between A. B., of . . . , of the first part, and C. D., of . . . , of the second part, witnesseth, that the said party of the first part has let, and by these presents doth grant, demise, and to farm let, unto the said party of the second part, the house and premises known and designated as . . . , with the appurtenances, together with all the furniture now in the said premises, which is particularly described in a schedule thereof subscribed to by the parties hereto and attached to and forming a part of this agreement, for the term of . . . years from the . . . day of . . . , A. D. 19 . . . , at the yearly rent or sum of . . . dollars to be paid in equal monthly payments of . . . dollars each upon the first day of each month during said term.

And it is agreed that if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said party of the first part to reenter the said premises and the same to have again, repossess, and enjoy. And the said party of the second part doth covenant to pay to the said party of

the first part the said yearly rent as herein specified. And the said party of the second part further covenants that he will not assign this lease, nor let or underlet the whole or any part of the said house or premises, nor make any alterations therein without the written consent of the said party of the first part, under penalty of forfeiture and damages; and that he will not occupy or use the said house or premises, nor permit the same to be occupied or used for any business deemed extrahazardous on account of fire or otherwise, without the like consent and penalty.

And it is further agreed between the parties to these presents, that in case the said house or premises hereby leased shall be partially damaged by fire or other elements, or through defects in construction, or otherwise, at any time during said term, the same shall be repaired by, or at the expense of, the party of the first part as speedily as possible, and a fair and proportionate reduction of rent shall be allowed the party of the second part for the time so occupied in repairing such part or parts of said house or premises as may be so damaged; that in case such damage shall be so extensive as to render said house or premises untenable, the rent shall cease until such time as the same are put in complete repair, or the party of the second part may at his option terminate the lease and surrender the leased premises; but in case of the total destruction of the said house or premises, or of damage so extensive as to practically amount to the total destruction of the same, the rent shall be paid up to the time of such destruction, or practical destruction, and then and from thenceforth this lease shall cease and come to an end, provided, however, that such damage and destruction be not caused by the carelessness, negligence, or improper conduct of the party of the second part, his agents or servants. And at the expiration of the said term the said party of the second part will quit and surrender the premises hereby demised, in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted. And the party of the second part further expressly covenants and agrees to keep the said furniture enumerated in said schedule or inventory, and which is contained in the said house, in good order and repair at his own proper cost and expense, and also to pay for, replace, or make good any and all damages, breakage, or loss to said furniture (excepting loss or damage by fire to said furniture), and to surrender and to deliver up said furniture at the expiration of said term, the ordinary reasonable use and wear of such furniture excepted.

And the said party of the first part doth covenant that the said party of the second part, on paying the said yearly rent, and performing the covenants aforesaid, shall and may peaceably and quietly have, hold, and enjoy the said demised premises for the term aforesaid. And it is further understood and agreed, that the covenants and agreements contained in the within lease are binding on the parties hereto and their legal representatives.

In witness whereof, the parties to these presents have hereunto set their hands and seals the day and year first above written.

Sealed and delivered }
in the presence of }
..... }
..... }

A. B. [L. s.]
C. D. [L. s.]

LEASE OF FARM

This indenture, made the . . . day of . . . , A. D. 19 . . . , witnesseth, that I, [name and residence of lessor], do hereby lease, demise, and let unto [name and residence of lessee] a certain farm or parcel of land, in the town of . . . , county of . . . , and state of . . . , with all the buildings thereon standing, and the appurtenances to the same belonging, bounded, and described as follows: [describe premises so that they may be perfectly identified]; to hold for the term of . . . from the . . . day of . . . , yielding and paying therefor the rent of . . .

And the said lessee does promise to pay the said rent in four quarterly payments on the . . . day of . . . [or, state otherwise just when the payments are to be made], and to quit and deliver up the premises to the lessor or his attorney, peaceably and quietly, at the end of the term, in as good order and condition, reasonable and proper use thereof and fire and other unavoidable casualties excepted, as the same now are or may be put into by the said lessor, and to pay the rent as above stated, and all taxes and duties levied or to be levied thereon during the term, and also the rent and taxes, as above stated, for such further time as the lessee may hold the same, and not make or suffer any waste thereof; nor lease nor underlet, nor permit any other person or persons to occupy or improve the same, or any part thereof, or make or suffer to be made any alteration therein but with the approbation of the lessor thereto, in writing, having been first obtained; and that the lessor may enter to

view and make improvements, and to expel the lessee, if he shall fail to pay the rent and taxes as aforesaid, or make or suffer any strip or waste thereof, or fail to fulfil any of the obligations hereinafter recited, that is to say: The said lessee hereby covenants and agrees that he will cultivate the said farm during all his possession of the same, in such manner as good husbandry requires, and, especially, that he will [insert all agreements which the parties have made respecting the cultivation of the farm or to which the lessor intends to bind the lessee, and to which the lessee is willing to be bound]. And the said lessor on his part covenants that he will, at the request of the said lessee, renew the lease for the period of years, to begin at the expiration of his lease.

In witness whereof, the said parties have hereunto interchangeably set their hands and seals the day and year first above written.

Signed, sealed, and de-	. . . . . [Signature]	[L. S.]
livered in the pres-	. . . . . [Signature]	[L. S.]
ence of		
.		
.		

LEASE OF A MILL

This lease, made this . . . day of, A. D. 19 . . . , between A. B., of, in county, and state of, of the first part, and C. D., of, in county, and state of, of the second part, witnesseth, that the said party of the first part, for and in consideration of the rents, covenants, and agreements hereinafter mentioned, reserved, and contained, on the part and behalf of the party of the second part, his executors, administrators, and assigns, to be paid, kept, and performed, hereby grants and leases unto the party of the second part, his executors, administrators, and assigns, the . . . mill property of the party of the first part, now run by R. & R., which is . . . stories high, . . . feet in length, and contains . . . looms, being one of the mills known and designated as the R. & R. Mills, in the city of; together with all the machinery now in the same belonging to the said party of the first part, and all stoves, boilers, fixtures, heaters, and machinery, and every article now in the said mill which appertains to the same, and is necessary to its successful operation; and also all the dwellings and storehouses used

in connection with said mill, which now belong to said party of the first part.

And the said party of the first part further agrees to pay all taxes and insurance on said premises, and to furnish water-power, waterwheels, main-shafting, and gearing sufficient at all times to keep in constant and full operation said mill, and all the running works of the same, and all machinery driven by water-power now in said mill.

And the said party of the first part further agrees to secure to the said party of the second part the quiet and peaceable possession of all and every part of said premises, machinery, and tools, and all grounds appertaining to said mill, and all passageways to and from the same which are now used and may be necessary for the accommodation of the same, for . . . years from the . . . day of . . . next.

It is mutually understood and agreed between the parties hereto, that in case said mill should be necessarily stopped from casualty, or in case there shall be a want of or failure of water-power, the rent above mentioned shall cease, and not be chargeable during the continuation of such stoppage, want, or failure.

In witness whereof, etc.

ONTARIO LEASE OF LAND

This indenture, made the . . . day of . . . , A. D. 19 , between [name, residence, and occupation of lessor], the party of the first part, and [name, residence, and occupation of lessee], the party of the second part, witnesseth, that in consideration of the rent, covenants, and agreements hereinafter reserved and contained, and to be paid, observed, and performed by the said party of the second part, his executors, administrators, and assigns, the said party of the first part has demised and leased, and by these presents does demise and lease, unto the said party of the second part, his executors, administrators, and assigns, all that certain parcel or tract of land and premises situate, lying, and being [describe premises leased with sufficient distinction to identify them perfectly]; to have and to hold the said parcel or tract of land, with the appurtenances, unto the said party of the second part, his executors, administrators, and assigns, from the . . . day of . . . , A. D. 19 , for the term of . . . from thence next ensuing, and fully to be completed and ended, yielding and paying therefor unto the said party of the first part, his executors, administrators, and assigns, the yearly rent or sum of . . . dollars of lawful

money of Canada, by equal payments, on the in each and every year during the said term, the first payment to be made on the . . . day of next ensuing the date hereof.

And the said party of the second part does hereby for himself, his heirs, executors, administrators, and assigns, covenant, promise, and agree with and to the said party of the first part, his heirs, executors, administrators, and assigns, that he, the said party of the second part, his executors, administrators, or assigns, shall and will well and truly pay, or cause to be paid, to the said party of the first part, his executors, administrators, or assigns, the said yearly rent hereby reserved, at the times and in the manner hereinbefore mentioned for payment thereof, without any deduction or abatement whatsoever thereout, for, or in respect of, any rates, taxes, and impositions, assessments, or otherwise; and will, during said term, discharge and pay all rates, taxes, assessments, and impositions now payable or hereafter to become payable in respect of said premises; and also shall and will perform all statute labor in respect of said premises, during the whole of the term hereby granted.

Provided always, and it is hereby agreed by and between the said parties hereto, that if at any time or times during the said term, the said rent, or any part thereof, shall be in arrear and unpaid for the space of thirty days after any of the days or times whereon the same ought to be paid as aforesaid, then it shall be lawful for the said party of the first part, his heirs, executors, administrators, or assigns, to enter into and take possession of the premises hereby demised, whether the same be lawfully demanded or not, and the said premises to have again, repossess, and enjoy, as if these presents had never been executed, without the let, hindrance, or denial of the said party of the second part, his heirs, executors, or assigns; and, further, that the non-fulfilment of the covenants hereinbefore mentioned, or any of them, on the part of the lessee or lessees, shall operate as a forfeiture of these presents and the same shall be considered null and void to all intents and purposes whatsoever; and also, that the said party of the second part, his executors, administrators, and assigns, shall not nor will, during the said term, grant or demise, or assign, transfer, or set over, or otherwise, by any act or deed, procure or cause the said premises hereby demised or intended so to be, or any part thereof, or any estate, term, or interest therein, to be granted, assigned, transferred, underlet, or set over unto any person or persons whomsoever, nor carry on any offensive trade or

business on the premises, without the consent in writing of the said party of the first part, his heirs or assigns, first had and obtained.

And the said party of the second part does hereby for himself, his heirs, executors, administrators, and assigns, covenant, promise, and agree, with and to the said party of the first part, his heirs, executors, administrators, and assigns, that he, the said party of the second part, his heirs, executors, administrators, or assigns, will, at the end of the term hereby granted, peaceably and quietly surrender and deliver up possession of the said premises hereby demised to the said party of the first part, his heirs, executors, administrators, or assigns.

In witness whereof, the parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed, and delivered in the presence of

.....

..... [L. S.]
[Signature]
..... [L. S.]
[Signature]

COVENANTS AND CONDITIONS IN LEASES

Covenant that lessee shall not pursue certain occupations.

And also, that he, the said C. D., his executors, administrators, and assigns, shall not nor will, at any time during the continuance of the said term, permit or suffer any person or persons to follow, in and upon the said premises, or in or upon any part thereof, the trade of a butcher, soap boiler, glue manufacturer, brewer, distiller, tallow chandler, dyer, etc. [as the case may be], or any nauseous or offensive business whatsoever, without the license and consent of the said A. B., his heirs, executors, administrators, or assigns first had and obtained in writing for that purpose.

Covenant that lessee shall inhabit part of the premises.

And also, that the said C. D. shall and will personally inhabit and occupy the said messuage or farmhouse, with the appurtenances, and not shut up or desert the same during the said term.

Covenant that lessee shall not assign or underlet.

And also, that the said C. D., his executors and administrators, shall not nor will, at any time during the said term, assign or set over, underlease or underlet the premises, or any part thereof, or in any other manner part with the possession or occupation of the same, without the special license

of the said A. B., his heirs or assigns, in writing, under his or their hands and seals, first had and obtained.

Covenant that lessee shall pay taxes.

That he, the said C. D., his executors, administrators, and assigns, shall and will from time to time, and at all times, during the said term hereby granted, well and truly pay, in addition to the sum hereinbefore named for rent, all rates, taxes, duties, charges, and assessments whatsoever, that shall or may be assessed, charged, rated or imposed on the said hereby demised premises, or any part thereof, and thereof and therefrom save harmless and keep indemnified the said A. B., his executors, administrators, and assigns, and also, his and their lands and tenements.

Covenant that lessor shall insure the premises against fire, and rebuild in case of destruction or damage by fire.

And that he, the said A. B., his executors, administrators, and assigns, shall and will, at his and their own proper costs and charges, from time to time sufficiently insure all and every the messuages or tenements, erections, or buildings which shall be erected and built upon the said piece or parcel of ground hereby demised, or any part thereof, from casualties by fire, during the remainder of the said term hereby granted, in some one or more reputable and approved insurance companies; and in case the said messuages or tenements, erections, or buildings, or any of them, or any part of any of them, shall at any time or times during the said term be burnt down, destroyed, or damaged by fire, shall and will immediately afterwards rebuild, or well and sufficiently repair the same.

Covenant not to suffer any nuisance.

And that he, the said C. D., his executors, administrators, and assigns, shall not nor will, during the said term hereby granted, permit or suffer any person or persons to use, exercise, or carry on, in or upon the said hereby demised premises or any part thereof, any trade or business which may be nauseous or offensive or grow to the annoyance, prejudice, or disturbance of any of the other tenants of the said A. B., or any other person near or adjoining thereto.

Covenant as to fixtures.

And the said parties hereby covenant and agree, that at the expiration of the present lease, or of any renewal thereof, the said party of the first part shall and will purchase of said party of the second part all the machinery and fixtures that shall have been placed in and upon said premises during the whole time he shall have occupied the same by virtue of this lease, allowing the full valuation at which

said machinery and fixtures shall be estimated in said buildings, and not for the purpose of removal. In case said parties shall not agree upon such valuation, then the same shall be made by three disinterested persons, one each to be chosen by said parties, and they to choose the third.

Covenant as to renewal.

And the said lessor covenants and agrees with the said lessee that he, the said lessor, his heirs, executors, administrators, or assigns, at the cost and expense of the said lessee, his executors or administrators, when requested by him or them . . . months before the expiration of the term hereby granted, shall and will grant a further lease of the aforesaid premises for the further term of . . . , to commence from the term hereby granted, at and under the same yearly rent, and containing therein the like agreements and covenants as are in these presents contained.

Covenant by lessor to sell.

That in case said C. D., his heirs, executors, administrators, or assigns, shall during said term desire and intend to purchase the premises hereby leased, and shall give notice of such desire and intention in writing during said term unto said A. B., his heirs or assigns, at his or their usual or last place of abode, then said A. B., his heirs or assigns, shall, at the costs and expenses of said C. D., his heirs, executors, administrators, or assigns, convey said premises, with the appurtenances and every part thereof, unto the said C. D., his heirs, executors, and assigns, as he or they shall direct, upon the payment by said C. D., his heirs, executors, administrators, or assigns, the sum of . . . dollars, as the consideration of said purchase, and also upon payment to him or them of all arrears of rent which shall be then due.

Condition as to death of lessee.

Provided always, and these presents are upon this condition, that if, during the time hereby conveyed and leased, said C. D. shall die, and his executors, administrators, or assigns shall at any time after . . . be desirous to leave and quit said premises, they shall, after full payment of all rents accrued and to accrue, give or leave . . . months' warning in writing to said A. B., or his heirs, executors, administrators, or assigns, at his or their places of abode; and thereupon, at the expiration of said . . . months, these presents and the term hereby granted, as well as any further continuation, shall cease, determine, and be utterly void, anything herein contained to the contrary notwithstanding.

Condition as to notice to determine lease.

Provided always, and these presents are upon this condition, that it shall be lawful to and for either said A. B. or his legal representatives, or said C. D. or his legal representatives, to determine and make void this lease, at the expiration of months [or, years] of the said term of months [or, years], by causing notice of warning, in writing, for that purpose, to be given to or left for the other of them or his legal representatives at his or their usual or last place of abode, at least months before the time limited for determining the same as aforesaid, anything herein contained to the contrary notwithstanding.

Condition as to reentry for non-payment of rent.

Provided always, and these presents are upon this express condition, that if said monthly [or, quarterly, or, yearly] rent or sum of dollars, or any part thereof, shall be behind and unpaid for the space of . . . days next after the said days of payment (whereon the same is appointed to be paid as aforesaid), then it shall be lawful to and for said A. B., his heirs, executors, administrators, or assigns, to reenter said premises or any part thereof, and the same to repossess and enjoy, as in his and their former estate, anything herein contained to the contrary notwithstanding.

Condition as to reentry for various causes, with waiver of notice.

Provided, however, and it is further agreed, that if the said rent shall remain unpaid days after the same shall become payable as aforesaid, or if said party of the second part shall assign this lease, or underlet, or otherwise dispose of the whole or any part of said leased premises, or use the same for any purpose save that hereinbefore authorized and agreed upon, or shall make any alteration therein without the consent of the said party of the first part being first obtained in writing, or shall commit waste or suffer it to be committed on said premises, or injure or misuse the same, then this lease shall thereupon and without notice or demand from said party of the first part expire, and said party of the first part may reenter said premises or any part thereof and repossess and recover the same to all intents and purposes as though said party of the second part had never occupied the same, and that without such reentry, and without demand for rent, said party of the first part may recover possession thereof in the manner prescribed by statute relating to summary proceedings in such cases.

**LANDLORD'S NOTICE TO QUIT FOR NON-PAYMENT
OF RENT**

To [name of tenant].

You being in possession of the following described premises, which you occupy as my tenant [here describe premises sufficiently to identify them], are hereby notified to quit and deliver up to me the premises aforesaid, in . . . days from this date, according to law, your rent being due and unpaid. Hereof fail not, or I shall take due course of law to eject you from the same. Dated

.
[Signature]

LANDLORD'S NOTICE TO LEAVE AT END OF THE TERM
To [name and address of the tenant].

SIR: Being in the possession of a certain messuage or tenement, with the appurtenances, situate [describe premises briefly], which said premises were demised to you by me for a certain term, to wit, from the . . . day of, A. D. 19 . . . , until the . . . day of, A. D. 19 . . . , and which said term will terminate and expire on the day and year last aforesaid, I hereby give you notice, that it is my desire to have again and repossess the said messuage or tenement, with the appurtenances, and I therefore do hereby require you to leave the same upon the expiration of the said hereinbefore mentioned term.

Witness my hand this . . . day of, A. D. 19

.
[Signature]

**LANDLORD'S NOTICE TO DETERMINE A TENANCY
AT WILL**

To [name of tenant].

You being in possession of the following described premises, [describing them sufficiently to identify them], which you occupy as my tenant at will, are hereby notified to quit and deliver up to me the premises aforesaid [on such a day, stating the day as far distant as is made necessary by the requisite length of notice] according to law, it being my intention to determine your tenancy at will. Hereof fail not, or I shall take due course of law to eject you from the same. Dated

.
[Signature]

TENANT'S NOTICE

[Before Expiration of Term]

To A. B.

I hereby give you notice, that it is my desire to deliver up possession of certain premises, with the appurtenances, situate, which I now hold as tenant under a certain lease dated at the expiration of the current term, to wit, on the . . . day of, A. D. 19
Dated C. D.

MECHANICS' LIENS

[As mechanics' liens are founded on statutes, the forms therefor differ somewhat in the various jurisdictions. The following are Pennsylvania forms, but similar forms are in use elsewhere. Reference must be had to the local statutes.]

CLAIM AGAINST OWNER AND CONTRACTOR

A. B. and C. D., copartners, trading as A. B. & Co., <i>vs.</i> E. F., owner or reputed owner, and G. H., contractor.	}	In the court of common pleas, No. 4, for the city and county of Philadelphia. Mechanics' Lien.
---	---	---

A. B. and C. D., copartners, trading as A. B. & Co., lumber dealers, hereby file their claim or statement of demand against the building, hereinafter mentioned, and the lot of ground appurtenant thereto, and set forth the same as follows:

The names of the party claimant are A. B. and C. D., trading as A. B. & Co., of the city of Philadelphia. The name of the owner or reputed owner of said building is E. F., of said city. The name of the contractor at whose instance and request the work was done and the materials furnished is G. H.

The amount claimed to be due is six hundred dollars, for lumber furnished for and about the construction and erection of the said building, and on the credit thereof [within six months last past, to wit, continuously from the . . . day of . . . , A. D. 19 . . . , to the . . . day of . . . , A. D. 19 . . . , both days inclusive]. The particular items, amounts, and dates, when said lumber was furnished, are specifically set forth in a bill hereto annexed, and made a part of this claim.

The said building is situated in the Twenty-sixth Ward, in the city of Philadelphia, and is particularly described as follows, to wit: All that certain three-story brick house, No. . . . Street [describing the building

specifically, and the lot by metes and bounds, so as to precisely designate them].

A. B. & Co.

X. Y.,

Attorney for Claimant.

[Annex bill of dates and items]

RELEASE OF MECHANICS' LIENS

Whereas, we, the subscribers, have erected and furnished materials for erecting [describe building and give name of owner], on lot or piece of ground situate; and have agreed to release all liens which we, or any or either of us have, or might have, on the said building and lot of ground, by reason of materials furnished, or work performed for erecting the same: Now these presents witness, that we, the subscribers, for and in consideration of the premises, and of the sum of one dollar, to each of us at or before the sealing and delivery hereof by the said A. B., well and truly paid, the receipt whereof we do hereby acknowledge, have remised, released, and forever quitclaimed, and by these presents do remise, release, and forever quitclaim unto the said A. B. and to his heirs and assigns, all and all manner of liens, claims, and demands whatsoever, which we, or any or either of us now have, or might or could have, on or against the said building, lot of ground, and premises, for work done, or for materials furnished, for erecting and constructing the said building or otherwise howsoever. So that the said A. B., his heirs and assigns, shall and may have, hold, and enjoy the said building, lot of ground, and premises, freed and discharged from all liens, claims, and demands whatsoever, which we, or any or either of us, now have, or might or could have, on or against the same, if these presents had not been made.

In witness whereof, we have hereunto set our hands and seals, the day of the date written opposite our respective signatures.

Date	Witnesses at signing:	
.....	.....	..... [L. S.]
.....	.....	..... Cellar Digging.
.....	.....	..... [L. S.]
.....	.....	..... Stone.
.....	.....	..... [L. S.]
		..... Stone Mason.

MINES AND MINING

LOCATION CERTIFICATE

COLORADO FORM

[Lode claim]

State of Colorado, }
 County of } ss.

Know all men by these presents, that ,
 the undersigned, ha . . , this . . . day of , A. D. 19 . . . ,
 located and claimed, and by these presents do . . . locate and
 claim, by right of discovery and location, in compliance with
 the mining acts of Congress, approved May 10, 1872, and all
 subsequent acts, and with local customs, laws, and regula-
 tions, linear feet and horizontal measurement on
 the lode, vein, ledge, or deposit, along the vein
 thereof, with all its dips, angles, and variations as allowed
 by law, together with feet on the side and
 feet on the side of the middle of said
 vein at the surface, so far as can be determined from present
 developments; and all veins, lodes, ledges, or deposits and
 surface ground within the lines of said claim, feet
 running from center of discovery cut, and
 feet running from center of discovery cut; said
 discovery cut being situate upon the said lode, vein, ledge,
 or deposit, and within the lines of said claim in
 mining district, county of , and state of Colorado,
 described by metes and bounds as follows, to wit:

Beginning at corner No. 1
 Said lode was discovered [L. S.]
 on the . . . day of , [L. S.]
 A. D. 19 [L. S.]
 Attest: [L. S.]
 [L. S.]
 Date of location, , [L. S.]
 A. D. 19
 Date of certificate, ,
 A. D. 19

ADDITIONAL AND AMENDED LOCATION CERTIFICATE

COLORADO FORM

[Law of 1889]

State of Colorado, }
County of } ss.

Know all men by these presents, that
ha , this day of , A. D. 19 , amended,
located, and claimed, and by these presents do . . . amend,
locate, and claim by right of the original discovery and this
additional and amended location certificate, in compliance
with the mining acts of Congress, approved May 10, 1872,
and all subsequent acts, and with Section 2409 of the gen-
eral statutes of Colorado, and with local customs, laws, and
regulations, linear feet and horizontal measure-
ment on the lode, vein, ledge, or deposit, along
the vein thereof, with all its dips, angles, and variations, as
allowed by law, together with feet on each side of
the middle of said vein at the surface, so far as can be
determined from present developments, and all veins, lodes,
ledges, or deposits and surface ground within the lines of
said claim, feet running from center
of discovery , and feet running
from center of discovery , said discovery
being situated upon said lode, vein, ledge, or deposit, and
within the lines of said claim, in mining district,
county of , and state of Colorado, described by
metes and bounds as follows, to wit:

Beginning in corner No. 1 This being the
same lode originally located on the day of , A. D.
19 , and recorded on the day of , A. D. 19 ,
in book , page , in the office of the recorder of
county. This further additional and amended certificate of
location is made without waiver of any previously acquired
rights, but for the purpose of correcting any errors in the
original location, description, or record, and of taking in and
acquiring all forfeited or abandoned overlapping ground, and
of taking in any part of any overlapping claim which has
been abandoned, and of securing all the benefits of said
Section 2409 of the general statutes of Colorado.

Said lode was discovered	Interest.	[L. S.]
on the . . . day of	Interest.	[L. S.]
A. D. 19	Interest.	[L. S.]
Attest:	Interest.	[L. S.]
.	Interest.	[L. S.]
Date of additional and	Interest.	[L. S.]
amended certificate,		
. . . . , A. D. 19		

AFFIDAVIT OF VALUE OF LABOR AND IMPROVEMENTS

COLORADO FORM

State of Colorado, }
County of } ss. Lode.

Before me, the subscriber, personally appeared
., who, being duly sworn, saith that at least
dollars' worth of work or improvements were performed or
made upon the lode, situated in mining
district, county of, state of Colorado, as recorded
in book . . . , page . . . , of the records of said county; that
such expenditure was made by or at the expense of
., owner of said claim, for the year ending,
A. D. 19 . . . , and for the purpose of holding said claim.
Such expenditure was made between the . . . day of,
A. D. 19 . . . , and the . . . day of, A. D. 19
Subscribed and sworn
to before me, this
. . . day of,
A. D. 19

NOTICE OF APPLICATION FOR UNITED STATES PATENT FOR MINE CLAIM

Survey No. District.

U. S. Land Office,, 19

Notice is hereby given that in pursuance of the act of
Congress, approved May 10, 1872,, whose post-
office is, ha . . . made application for a patent for
. linear feet on the lode, bearing
with surface ground in width, situate in
mining district, county, state of Colorado, and

described by the official plat, herewith posted, and by the field notes on file in the office of the register of the United States land office at, Colorado, as follows, viz.:

Beginning, containing acres,, and forming a portion of the section, in township, of range, principal meridian, said location being recorded in volume, page, of the records of county, Colorado.

Dated this . . . day of, A. D. 19

[Witness]

OPTION AGREEMENT FOR SALE OF MINERAL RIGHTS

Articles of agreement, made this . . . day of, A. D. 19 . . . , between, of, county of, and state of, of the first part, and, of, county of, and state of, of the second part:

Witnesseth, that the said party of the first part, for and in consideration of the sum of dollars, to him in hand paid, has contracted and agreed to sell to the party of the second part, his heirs and assigns, on the terms and conditions hereinafter mentioned, rights in, under, or connected with that certain piece or parcel of land situated in, containing acres, more or less. And it is distinctly understood and agreed, by and between the parties hereto, that the expression "mineral rights," wherever used in this agreement, shall cover and include, not only the right to all solid mineral bodies in or under said land, but also the right to coal oil, natural gas, or any valuable fluid substances which may be found therein or thereunder, and in short that said expression shall cover and include all subsurface rights in, to, or connected with said land, i. e., the right to remove therefrom anything and everything which can be removed, without interference with the surface rights in the said land save as hereinafter provided. And it is further distinctly understood and agreed between said parties, that there is also included and covered by this agreement, as part of the consideration for the purchase price hereinbelow mentioned, the right to enter freely upon the surface of said land for the

purpose of prospecting and investigating for valuable substances below said surface, to bore holes and sink shafts in said land, to erect all necessary machinery and other structures and to construct all necessary railroads, tramways, and other roads thereupon, and in short to use the surface of said land in any way and to any extent, which may be requisite to the full and profitable enjoyment of all of the subsurface rights passing hereunder; provided, that none of said surface operations be so conducted as to injure any highly improved land or any orchard, dwelling house, or other valuable building upon said land, without just compensation to the party of the first part, to be determined, if the parties cannot agree, by arbitration in the usual mode.

And the said party of the first part agrees to execute and deliver at his own expense, to the said party of the second part, a general warranty deed for the mineral and subsurface rights hereinbefore mentioned; provided, and upon the condition that, the said party of the second part, his heirs or assigns, pay to the said party of the first part, his heirs or assigns, for the said rights, the sum of dollars, lawful money of , payable as follows, the sum of , together with interest on the same at per cent. per annum from the date of purchase.

And it is agreed that the party of the second part shall be allowed by the party of the first part, for the fulfilment of this contract, years from the date hereof and in addition thereto, until the expiration of days' notification, by the party of the first part to the party of the second part, of a desire to terminate said contract. And in case payment or other arrangement to complete this contract as aforesaid shall not be made in the time above specified, then all obligations, expressed or implied, under this agreement shall cease, and neither party shall have any claim in law or equity on the other by virtue of said contract or of anything done or performed pursuant thereto.

It is further and finally agreed between the parties hereto, that any and all rights and interests of the party of the second part hereunder may be freely transferred, assigned, and conveyed by him, and by any person or corporation who may at any time hold the same.

In witness whereof, the said parties have hereunto set their hands and seals the day and year first above written.

Witnesses:	}		[L. s.]
		[Signature]	
		[Signature]	[L. s.]

MINERAL RIGHT DEED

ANTHRACITE

This indenture, made the . . . day of . . . , A. D. 19 . . . , between . . . , of the first part, and . . . , of the second part, witnesseth, that the said party of the first part, for and in consideration of the sum of . . . dollars, lawful money of the United States of America, unto him well and truly paid by the said party of the second part, at and before the ensembling and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, release, convey, and confirm, unto the said party of the second part, his heirs and assigns, under and subject to the several conditions, reservations, and restrictions hereinafter mentioned, so much of all the anthracite coal and other minerals situate, being, and lying beneath the surface of all of . . . certain lot or piece of ground [describe premises], as can be mined, dug, or carried away, or removed therefrom, without danger or injury to the surface of the same, or the free, safe, and uninterrupted enjoyment thereof, together with the right and privilege, without detriment or injury to the said surface of the said lot of ground, or endangering the safety thereof, or of any buildings or improvements which shall or may, from time to time, be erected or constructed thereon, to enter into the said land, lot, or piece of ground beneath the surface thereof, with their engineers, agents, employes, miners, and laborers, with their tools, mining implements, mules, horses, wagons, engines, and machinery, and cut, mine, dig, excavate, remove, take, and carry away therefrom so much of the said anthracite coal or other minerals as shall be or lie so far beneath the surface of the said lot, as the said party of the second part, his heirs or assigns, agents or employes, or any one acting under his or their authority, can or shall cut, dig, mine, disturb, or remove therefrom without danger or injury to the surface and the buildings and improvements thereon erected as aforesaid.

Hereby expressly reserving and retaining all the absolute right and title to the surface of the said lot of ground, and to the full, complete, safe, and unimpaired enjoyment thereof, and the right to erect any and all kinds of buildings

and improvements thereon, at the option of the said party of the first part hereto, his heirs and assigns, it being expressly agreed and understood between the parties hereto, their heirs and assigns, and this indenture is given by the party of the first part and accepted by the party of the second part, with the understanding that if any injury is caused, done, and suffered to the surface of the ground of said lot or the building thereon erected, or to the appurtenances thereto, or should the same be endangered by reason of the removal of the said anthracite coal or other minerals from beneath the surface thereof, that then and in such case the said party of the second part, his heirs and assigns, and all persons claiming by, through, or under them, or any of them, shall pay to the said party of the first part, his heirs and assigns, a full, complete, and adequate compensation for the damage, injury, or danger to the said surface buildings or improvements, as aforesaid.

To have and to hold the said rights and privileges, with all and singular the appurtenances, unto the said party of the second part, his heirs and assigns, to and for the only proper use and behoof of the said party of the second part, his heirs and assigns, forever.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written. [L. s.]

Sealed and delivered }
in the presence of }
. }
. }

COLORADO MINING DEED WITH ADDITIONAL TITLE

This indenture, made the . . . day of . . . , A. D. 19 . . . , between . . . , of the county of . . . , and state of . . . , party of the first part, and . . . , of the county of . . . , and state of . . . , party of the second part, witnesseth, that the said party of the first part, for and in consideration of the sum of . . . dollars, . . . of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, remised, released, and forever quitclaimed, and by these presents does grant, bargain, sell, remise, release, and forever quitclaim unto the said party of the

second part, and to his heirs and assigns, [describe land or mining rights conveyed]. Together with all the dips, spurs, and angles, and also all the metals, ores, gold- and silver-bearing quartz, rock, and earth therein; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed; and also, all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the rents, issues, and profits thereof; and also, all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to the said premises, and every part and parcel thereof, with the appurtenances, and the said, party of the first part, for himself, his heirs, executors, and administrators, does hereby covenant with the said party of the second part, his heirs and assigns, that the said party of the first part at the request of the said party of the second part, his heirs or assigns, shall and will from time to time, and at all times hereafter, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, all and every such further and other acts, conveyances, and assurances in the law for the better assuring the said party of the second part, his heirs and assigns, of the premises, in manner as above conveyed, or mentioned and intended to be conveyed, as by the said party of the second part, his heirs and assigns, or their counsel learned in the law, shall be reasonably advised and required.

To have and to hold, all and singular the said premises, together with all the appurtenances and privileges thereto incident unto the said party of the second part, his heirs and assigns, forever.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written. [L. S.]

Signed, sealed, and de-
 livered in the pres-
 ence of

INDENTURE OF ANTHRACITE MINE LEASE

Indenture of mine lease, made the . . . day of . . . ,
 A. D. 19 . . . , between . . . , and . . .
 . . . , his wife, and . . . , and . . .
 . . . , his wife, all of . . . , county of . . .
 state of . . . , hereinafter called the lessors, parties of
 the first part, and the . . . , a corporation incor-
 porated under the laws of the state of . . . , hereinafter
 called the lessee, party of the second part:

Witnesseth, that the said lessors, for and in consideration
 of the covenants and agreements to be kept and performed
 upon the part of the said lessee, hereinafter set forth, have
 demised, leased, and to mine let, and do hereby demise,
 lease, and to mine let, unto the said lessee, its successors
 and assigns, all the merchantable coal lying and being in,
 under, and upon that certain lot or parcel of land situate
 in the . . . of . . . , and bounded and de-
 scribed as follows: . . .

The map hereto attached showing said piece of land is made
 a part of this lease. Together with the right to enter upon
 the premises hereby demised, to make and use openings
 through the strata underlying the surface, and to mine and
 remove and dispose of the said coal, without, however,
 occupying, using, or disturbing in any way the surface of
 said land. To have and to hold the same to the said lessee,
 its successors and assigns, for the term of . . . years
 from the date hereof.

The said lessee, for itself, its successors and assigns,
 covenants and agrees to mine and remove the coal hereby
 demised within the said term of . . . years, yielding and
 paying therefor to the said lessors, at the rates of royalty as
 follows: . . . cents per ton for coal larger than pea
 coal, . . . cents per ton for pea coal, and . . . cents
 per ton for buckwheat coal. Payments to be made therefor
 quarterly on the . . . days of . . . , . . .
 . . . , and . . . of each year, for the coal mined and
 removed during the quarters ending respectively on the last
 days of . . . , . . . , . . . , and . . .
 of each year. Payments of said royalty shall be made to the
 said . . . and . . . , their heirs,
 executors, administrators, and assigns, in the following pro-
 portions of the same to each, that is to say, to the said . . .
 . . . one-half thereof, and to the said . . .
 one-half thereof.

And the said lessors, for themselves, their executors, administrators, and assigns, and the said lessee, for itself, its successors and assigns, covenant and agree to and with each other as follows:

First.—The ton of coal shall be 2,240 pounds, avoirdupois; coal larger than pea coal shall be such coal as will pass over a screen with a mesh three-fourths of an inch square; pea coal shall be such coal as will pass through a screen with a mesh three-fourths of an inch square and over a screen with a mesh one-half of an inch square; buckwheat coal shall be such coal as will pass through a screen with a mesh one-half of an inch square and over a screen with a mesh one-eighth of an inch square. No payment shall be made for smaller sizes or for culm, which shall belong to the lessee.

Second.—The coal shall be mined in a workmanlike and skilful manner and sufficient pillars shall be left which will amply support the surface.

Third.—Merchantable coal shall be such coal as the lessee mines from the neighboring properties owned or controlled by it. If any of the veins of coal hereby demised shall prove to be of such quality and thickness that the same cannot be mined and removed without greater expense than is incurred in mining the coal in the same veins in the said neighboring properties of the lessee, then the obligation of the lessee to mine and pay for the coal in such veins shall cease at its option.

Fourth.—The lessee shall have the right to take and use from the hereby demised premises, such a proportionate part of the total amount of coal required as fuel during each quarter for ventilating and working the colliery of which the hereby demised premises will form a part, as the tonnage mined in such quarter from the hereby demised premises shall bear to the whole tonnage mined in the same quarter from all lands operated at such colliery; it being, however, expressly understood and agreed that so far as possible and practicable only buckwheat and bony coal and waste shall be used for such purpose.

Fifth.—The lessee shall have the right to mine and remove coal from other lands through openings on the demised premises while mining the coal hereby demised, and after the term of this lease shall have expired.

Sixth.—The quantity of coal mined and removed from the demised premises shall be ascertained as follows: The product of the number of mine cars of coal taken from the demised premises, multiplied by the total number of tons of coal shipped from the breaker or breakers through which

the demised coal shall be prepared, as shown by the scale weights of the railroad company over whose road the coal from said breakers is shipped, together with the number of tons of coal sold at the breakers, divided by the total number of mine cars of coal dumped at the said breakers, shall be considered as the number of tons of coal from the demised premises; such calculation to be made quarterly, and the quantity of coal mined and removed shall be ascertained in no other way.

Seventh.—The lessors, by their agents or engineers, shall have the right at all reasonable times to examine the mines upon the demised premises and the breaker through which hereby demised coal is prepared, and also to examine the mining and shipping books of the lessee so far as the same apply to the demised premises. The lessee shall furnish the lessors, quarterly, with a statement of coal mined during the preceding quarter, and after the expiration of . . . years from the rendering of such statements, if no exception shall be made thereto, such statements shall be final and conclusive as to the quantity of coal mined during such period.

Eighth.—The lessee shall pay all taxes upon the coal in place, and when mined.

Ninth.—If at any time an instalment of royalty or any part thereof shall become due and remain unpaid for the space of sixty days, the said lessors may at their option declare the term of this lease at an end, and thereupon all rights of the said lessee under this instrument shall absolutely cease and be determined, and the estate hereby demised shall revert to the said lessors, and the lessors may resume possession of the premises by legal process or summarily and without legal process, at their option.

Tenth.—When the parties to this lease cannot agree upon any questions that may arise under the covenants therein, they shall submit such questions to three arbitrators, one of whom shall be the mining engineer of the lessors, and one other the mining engineer of the lessee, and the said two arbitrators shall select a third mining engineer, and the decision of said arbitrators, or a majority of them, shall be binding and conclusive upon the parties hereto. The costs of such arbitration shall be paid by the party against whom the decision may be made.

And it is fully understood and agreed between the parties hereto, that all and singular the covenants, agreements, and provisions contained in this lease shall relate and apply to the said lessors, their heirs, executors, administrators, and assigns, and to the said lessee, its successors and assigns.

In witness whereof, the said lessors have hereunto set their hands and seals, and the said lessee hath caused its corporate seal to be affixed hereto, duly attested by the signatures of its president and secretary. Dated the day and year first above written. Signed in duplicate.

In presence of:	}	.....	[L. S.]
.....		.....	[L. S.]
.....		.....	[L. S.]
.....		.....	[L. S.]

..... COMPANY.

By, [Corporate Seal]
President.

Attest:
Secretary.

LEASE OF COAL LANDS IN WEST VIRGINIA

This indenture of lease, made this . . . day of . . . , A. D. 19 . . . , between . . . and . . . , parties of the first part, hereinafter called the lessors, and . . . , a corporation organized and existing under and by virtue of the laws of the state of . . . , of the second part, hereinafter called the lessee, witnesseth:

First.—That in consideration of the terms, conditions, and stipulations as hereinafter set forth to be performed and observed by the lessee, the lessors do demise, let, and lease, for coal mining and coal coking purposes only, to the lessee, for the period of . . . years from the . . . day of . . . , A. D. 19 . . . , the following tracts of coal land situate, lying, and being in the county of . . . , state of West Virginia, and bounded and described as follows: . . . : Excepting and reserving, however, all poplar, ash, cucumber, chestnut, oak, walnut, lynn, white oak, and red oak trees that measure now or shall grow to be . . . inches and upward in diameter under the bark, . . . feet from the ground, in the following described tract, being a portion of the before-going described tract: The right of way of the . . . is excepted and reserved. It is understood that the rights hereby granted to the lessee are, on such parts of the demised premises of which only the mineral fee is owned by the lessors, limited to such rights as the lessors may lawfully grant by virtue of the estate, right, title, and interest invested in them.

Second.—The lessee shall have the sole and exclusive privilege of mining and coking coal on the above-described

premises during the continuance of this lease, and the privilege of using so much of the surface of the land, and of the timber, stone, sand, and water thereon as may be necessary for its mining, coking, and building purposes on said premises, but for no other purpose. And it is further agreed, that the buildings and other improvements to be erected by the lessees shall be so located and constructed as to preserve proper and convenient entries to and from the or other railroad company's tracks (to which the lessors may grant permission), through and over and across the said tract, the location of such railroads to be determined before said improvements are erected.

Third.—In consideration thereof, the lessee hereby covenants and agrees to pay to the lessors, their heirs, executors, administrators, or assigns, during the continuance of this lease as rental for the said premises the following royalties: . . . cents for each and every ton of 2,240 pounds of coal mined, dug, or carried away from, or used or sold on the said demised premises, for any other purpose than the manufacture of coke for shipment; and . . . cents per ton for each and every ton of 2,240 pounds of coke made upon the said premises. The above rents to be made and accounted for quarterly on the . . . days of,,, and of each year for the . . . months immediately preceding the said months, respectively.

The said lessee covenants and agrees to furnish to the lessors, their agents or attorneys, at or before the payment of the said rents, the certificate of the weigh-master, or the proper officer of the, or other railroad company as above, of the quantity of coal and coke taken from the said premises and passed over the said railroad during the preceding quarter. And if any coal or coke shall be taken away or used upon the said premises and not weighed upon the scales of the said company, the quantity shall be ascertained and an account shall be rendered of the same; provided, however, that in lieu of said payment of . . . cents per ton for coal used on the leased premises by the lessee or furnished by it to its employes, the lessee shall make a quarterly payment at times specified above, equal to . . . cents for every 1,000 tons of coal mined during the three calendar months preceding said quarterly payments, the coal shipped to be accounted for as above, on the weights of the, or other railroad company as above, and the coal used in the manufacture of coke to be calculated at tons of coal per ton of coke shipped and accounted for on the weights of the, or other railroad company as above.

Fourth.—And it is further agreed that the lessee shall keep books of account for the mining and shipping of coal or coke, and said books shall be open for the inspection of the lessors, their agents or attorneys, for the purpose of comparing and verifying the accounts rendered.

Fifth.—The lessee covenants and agrees to work and mine the coal according to a system and method of mining which shall be submitted for the approval and acceptance by the mining engineer of the lessors at the time of executing this lease, a copy of which is attached hereto. Dimensions of gangways, airways, pillars, and width of rooms shall be definitely stated therein, and shall be subject only to such changes and modifications as may be approved by the mining engineer of the lessors. The lessee hereby covenants that it will commence work upon its mining operations at once, and will work and mine the coal in the most effectual, workmanlike, and proper manner, according to the most approved and suitable methods of modern mining, complying in every respect with laws now existing or hereafter passed by the state of West Virginia or of the United States regulating the proper working of mines, by driving tunnels, drifts, gangways, and other necessary and appropriate openings to and in the aforesaid bed or vein of coal on the said land, with openings for airways or ventilating passages for keeping the mines in good working order; the said airways to be of sufficient size to contain an area of at least . . . feet in width of the mining thickness of the vein the whole distance; the said gangways, drifts, and tunnels to be made on a suitable grade without any unnecessary loss of level for the proper drainage of the water, and for hauling the coal by railroad out of the said mines. The said drifts and gangways shall not be less than . . . feet . . . inches in height, in the clear above the top of the railroad in the said mines, and not less than . . . feet wide between the timbers at the bottom (which timbers are to be set with a proper slope), and with a sufficient gutter on the lower or dip side to convey away the water and keep the railroads dry; provided, that the size of the said vein be such as will in any way reasonably admit a gangway of the above-named size.

Sixth.—The lessee further covenants that it will drive the regular size of gangways and airways through such portions of said vein or bed of coal as may prove faulty or may not yield merchantable coal, and will leave no more available coal in mine openings and workings than may be necessary and proper for their full security, but will leave pillars and

supports of coal along the sides of the gangways and elsewhere as the engineer or other proper officer of the lessors shall consider necessary for such security.

Seventh.—If the lessee on abandoning any room, working, or other opening, shall leave any available coal standing, which in the opinion of the said officer of the lessors is not necessary to be left for the proper security of the said works, the said officer shall give the lessee notice thereof, with directions to remove the same, and if the lessee shall refuse to mine and take away the said coal according to the directions of the said officer, for the space of one week after such notice, the said officer and the lessee shall forthwith submit the question whether the coal left is or is not necessary as aforesaid to two arbitrators, one of whom shall be appointed by each of the parties hereto respectively, and in case the two thus chosen cannot agree, they shall appoint a third, and in case of either party hereto neglecting to nominate an arbitrator for the space of ten days after receiving notice from the other party to nominate an arbitrator, then the other party shall nominate two, and the two thus appointed shall appoint a third to determine and report whether any, and if any, how much available and merchantable coal has been left standing which ought to have been mined and taken away, and unless the lessee shall immediately mine the said coal, it shall pay to the lessor within two weeks after such report the sum of cents for every ton of 2,240 pounds of the available and merchantable coal left standing, which, according to the report of the said arbitrators, or a majority of them, ought to have been mined and taken away.

Eighth.—The lessee further covenants that the lessors, their agents, engineers, or other persons on their behalf, with their assistants, shall have the right to enter at all times the said mines and all other works, whether below or on the surface of the ground, in order to inspect, examine, survey, or measure the same or any part thereof, or for any other lawful purpose, and for these purposes to use freely the means of access to the said mines and works without hindrance or molestation.

Ninth.—It is further agreed that the lessee shall employ a competent mining engineer, whose duty it shall be to keep up mine surveys, and give directions and courses of entries, rooms, and air-courses, and plat the same on a scale of feet to an inch, and send a map to the chief engineer of the lessors on or before the . . . day of , A. D. 19 . . . , and of all mine work done during the . . . preceding calendar months. And the engineer of the

lessors shall have the privilege of keeping this map long enough to make the necessary copies and shall at all times have access to the maps, plans, tracings, etc. of the lessee, and may take therefrom copies of such portions as he may desire.

Tenth.—It is furthermore agreed that the lessee shall erect or cause to be erected and operated upon the demised premises, coke ovens, of these to be built on or before, A. D. 19 . . . , and an additional ovens on or before, A. D. 19 . . . , and the remaining on or before, A. D. 19

Eleventh.—The lessee agrees and binds itself to pay to the lessors the minimum sum of dollars annually from the completion of the railroad to the leased premises, during the continuance of this lease, as a minimum rental under this lease, whether the quantity of coal mined and coke manufactured shall produce that amount of rental or not. But the lessee, however, shall have the privilege of mining the next succeeding year free from royalty a sufficient amount of coal above the rental of the year to reimburse it for the deficiency in the preceding year, but no payments in excess of the minimum of any one year shall be credited against a deficiency in any subsequent year.

Twelfth.—It is further agreed that in the event of unavoidable delay by reason of failure on the part of the, or other railroad company as above, to furnish necessary transportation, or a general strike among the employes, not within the control of the lessee, the lessee shall be released from an equitable proportion of the minimum royalty. The said equitable proportion, if it cannot be agreed upon, shall be determined by arbitration in the manner provided in Article Seventh above.

Thirteenth.—The lessee agrees to pay all taxes that may be assessed against the demised premises and the improvements thereon, or upon the coal mined or coke manufactured during the continuance of this lease, and also other assessments by court or operation of law whatsoever, when and as the same shall become due.

Fourteenth.—It is further agreed that all rents and royalties herein agreed to be paid shall be deemed and treated as rents reserved upon contract by the lessors, who reserve to themselves all rights of landlords under the laws of West Virginia for the collection of the same, and if any of the rents and royalties shall remain unpaid for days after the same shall become due and payable as before provided, the lessors shall have the right to enforce the payment

of the same by the remedies given by law to landlords against delinquent tenants, and it is further agreed that not only the personal property shall be subject to distress as contemplated and directed by law, but also the lessors may enter upon the leasehold and sell the same, or any part thereof, together with the improvements thereon, for the default in the payment of the rents and royalties as aforesaid. At any sale of this lease or leasehold, or any part thereof, under this clause, the lessors shall have the right to become the purchasers thereof free from any and all claims of the lessee.

Fifteenth.—The lessee further covenants and agrees that it will not knowingly permit the sale or introduction of any spirituous liquors upon the demised premises.

Sixteenth.—The lessee further covenants and agrees that it will not mortgage (except for betterments upon the leased premises), nor will it assign, convey, lease, underlet, sublet, or set over any of its estate, interest, or term, in whole or in part, in the hereby demised premises or their appurtenances, or any part thereof, to any person or persons whomsoever, or corporation whatsoever, for any time whatsoever, without the license and consent of the lessors, their heirs, executors, administrators, or assigns, in writing under seal for that purpose being first had and obtained.

Seventeenth.—At the termination of this lease other than by forfeiture, all the improvements placed upon the surface of the demised premises by the lessee shall be valued by two disinterested persons, one to be chosen by each of the parties hereto, and in case of disagreement these two to choose a third, and the three thus chosen shall value the said improvements, and the lessors shall have the privilege of purchasing said improvements at such valuation within days after notice of such valuation. If the lessors shall not within said days accept said improvements at such valuation, the lessee shall have the privilege of removing the same from the leased premises within days from the expiration of said days.

Eighteenth.—It is hereby expressly agreed that all of the preceding covenants and agreements and stipulations to be kept and performed by the lessee shall inure to the benefit of the lessors, their heirs, executors, administrators, and assigns, and that the lessors, their heirs, executors, administrators, or assigns, may enforce any and all of said covenants and agreements.

Nineteenth.—The lessee shall have the right at the expiration of the said years, to renew this lease with the

terms, stipulations, and conditions as above, provided the lessee shall have complied with or performed all of the conditions, covenants, agreements, and stipulations to be by it complied with or performed.

Twentieth.—The lessee further covenants and agrees that it will not, during the continuance of this lease, drive any tunnel, drift, room, or entry within sixty feet of any entry or air-course of any adjoining lease, except with the consent of the mining engineer of the lessors.

Twenty-first.—The lessee further agrees to sign the coal producer's contract and comply with its terms as long as that contract is in force.

Twenty-second.—The lessee shall not have the right to transport over or through the property hereby leased, or to ship from the same, any coal not mined therein, without first obtaining the consent of the lessors in writing.

Twenty-third.—The lessee further covenants and agrees that in case of failure on its part to comply with the provisions of Section Fifth, any coal lost thereby shall be paid for in the same manner as though actually mined and shipped.

In witness whereof, the parties of the first part hereto have signed and sealed these presents, and the party of the second part has hereunto affixed its common or corporate seal, duly attested by its proper officers, the day and year first above written. Executed in duplicate.

Witnesses:	}		[L. S.]
.....			[L. S.]
.....			
		By	COMPANY.
			, President.
		[Corporate Seal]	
Attest:			, Secretary.

PARTNERSHIP

ARTICLE OF COPARTNERSHIP

Article of agreement, made the . . . day of . . . , A. D. 19 . . . , between A. B., of . . . , and C. D., of . . . , witnesseth as follows: The said parties above named have agreed, and by these presents do agree, to become copartners under and by the name or firm of A. B. & Co., in the business [describe business]; the said copartnership to commence on the . . . day of . . . , A. D. 19 . . . , and to continue And to that end and purpose the said parties contribute to the capital of the firm as follows: [insert contributions of both parties to firm property], to be used and employed in common between them, for the support and management of the said business to their mutual benefit and advantage. And it is agreed by and between the parties to these presents, that at all times during the continuance of their copartnership, they and each of them will give their attendance, and do their and each of their best endeavors, and to the utmost of their skill and power exert themselves, for their joint interest, profit, benefit, and advantage, and truly employ, buy, sell, and merchandise with their joint stock, and the increase thereof, in the business aforesaid. And also, that they shall and will at all times during the said copartnership, bear, pay, and discharge equally between them, all rents and other expenses that may be required, for the support and management of the said business; and that all gains, profit, and increase that shall come, grow, or arise from or by means of their business, shall be divided between them as follows: [insert manner of division of profits]; and all loss that shall happen to their said joint business by ill commodities, bad debts, or otherwise, shall be borne and paid between them as follows: [insert manner of sharing losses].

[Here may be inserted agreements as to the management of the business, method of accounting, continuance or dissolution of partnership, arbitration of disputes, or any other proper clauses or covenants desired.]

In witness whereof, the parties hereto have hereunto

interchangeably set their hands and seals the day and year first above written.

A. B. [L. S.]
C. D. [L. S.]

Signed, sealed, and de-
livered in the pres-
ence of
.....
.....

ARTICLE OF COPARTNERSHIP FOR MERCANTILE BUSINESS

Article of agreement, made the . . . day of . . . , A. D. 19 . . . , between A. B., of . . . , and C. D., of . . . , and E. F., of . . . , witnesseth as follows: The said parties above named have agreed to become copartners in the business of . . . , and by these presents do agree to be copartners together under and the name or firm of B., D. & Co., in the buying, selling, and vending all sorts of goods, wares, and merchandise to the said business belonging, and to occupy the . . . building known and designated as . . . in the . . . of . . . , and the lot of land upon which said building is situated, their copartnership to commence on the . . . day of . . . , A. D. 19 . . . , and to continue . . . years; and to that end and purpose the said A. B. has contributed the sum of . . . dollars, in cash, and the said C. D. has contributed the sum of . . . dollars, in cash, and the said E. F. has contributed the lease of the said building to be occupied by them, and the stock of goods and good-will of the business there heretofore carried on by him, which are together estimated and valued by the parties at the sum of . . . dollars, the capital stock so formed to be used and employed in common between them, for the support and management of the said business, to and for their mutual benefit and advantage.

And it is agreed by and between the parties to these presents that, at all times during the continuance of their copartnership, they and each of them will give their attendance, and do their and each of their best endeavors, and to the utmost of their skill and power exert themselves, for their joint interest, profit, benefit, and advantage, and truly employ, buy, sell, and merchandise with their joint stock, and the increase thereof, in the business aforesaid. And also, that they shall and will, at all times during the said

copartnership, bear, pay, and discharge equally between them all rents and other expenses that may be required for the support and management of the said business; and that all gains, profit, and increase that shall come, grow, or arise from or by means of their said business, shall be divided between them,, and all loss that shall happen to their said joint business by ill commodities, bad debts, or otherwise, shall be borne and paid between them. And it is agreed, by and between the said parties, that there shall be had and kept at all times during the continuance of their copartnership, perfect, just, and true books of account, wherein each of the said copartners shall enter and set down, as well all money by them or any of them received, paid, laid out, and expended in and about the said business, as also all goods, wares, commodities, and merchandise, by them or either of them, bought or sold by reason or on account of the said business, and all matters and things whatsoever to the said business and the management thereof in anywise belonging; which said books shall be used in common between the said copartners so that any of them may have access thereto, without any interruption or hindrance of the other or others. And also, the said copartners, once in every year, or other period agreed on, or oftener if necessary, shall make, yield, and render, each to the others, a true, just, and perfect inventory and account of all profits and increase by them, or any of them, made, and of all losses by them, or any of them, sustained; and also, all payments, receipts, disbursements, and all other things by them made, received, disbursed, acted, done, or suffered in this said copartnership and business; and the same account being so made, shall and will clear, adjust, pay, and deliver, each to the others, at the time, his just share of the profits so made as aforesaid. And the said parties hereby mutually covenant and agree, to and with each other, that during the continuance of the said copartnership, neither of them shall nor will indorse any note, or otherwise become surety for any person or persons whomsoever, without the consent of the others of the said copartners. And at the end or other sooner termination of their copartnership, the said copartners each to the others, shall and will make a true, just, and final account of all things relating to their said business, and in all things truly adjust the same; and all and every the stock and stocks, as well as the gains and increase thereof, which shall appear to be remaining, either in money, goods, wares, fixtures, debts, or otherwise, shall be divided between them.

In witness whereof, the parties hereto have hereunto

interchangeably set their hands and seals, the day and year first above written.

In the presence of	}	A. B.	[L. S.]
.....		C. D.	[L. S.]
.....		E. F.	[L. S.]

CLAUSES FOR PARTNERSHIP AGREEMENTS

The expressed opinion of the majority of the partners shall bind the whole of them.

That, in all matters respecting the general transactions of the partnership and the management of the business, the expressed wish and opinion of the majority of the parties to this agreement shall govern and be binding on the whole of the said parties.

Partner not to trust any one whom a copartner shall forbid.

And that neither of the said parties shall sell on credit any goods or merchandise belonging to the said joint trade, to any person or persons, after notice in writing from the other of the said parties that such person or persons are not to be credited or trusted.

Partner not to become surety or to indorse bills without consent of copartner.

And that neither of the said parties shall, during this copartnership, without the consent of the other, enter into any deed, covenant, bond, or judgment, or become bound as bail or surety, or give any note, or accept or indorse any bill of exchange, for himself and partner, with or for any person whatsoever, without the consent of the other first had and obtained.

Partner not to assign his interest.

And it is agreed by and between the said parties that neither of them shall, without the consent of the other obtained in writing, sell or assign his share or interest in the said joint trade to any person or persons whatsoever.

Partner not to release any debt without consent of copartner.

And that neither of the said parties shall, without the consent of the other, release or compound any debt or demand, due or coming to them on account of their said copartnership, except for so much as shall actually be received, and brought into the stock or cash account of the said partnership.

Partners to draw quarterly.

That it shall be lawful for each of them to take out of the cash of the joint stock the sum of dollars, quarterly, to his own use, the same to be charged on account, and neither of them shall take any further sum for his own separate use, without the consent of the other in writing; and any such further sum, taken with such consent, shall draw interest at the rate of per cent., and shall be payable together with the interest due, within days after notice in writing given by the other of the said parties.

Accounting.

That there shall be a settlement of all partnership accounts at least once in each year, at which time the same shall be adjusted, and all balances converted into bills payable or receivable, which bills shall be negotiable and payable at, in . . . days from their date, and bearing interest.

Arbitration.

That at any time hereafter, and before the accounts between said parties concerning said partnership shall be finally settled and closed, any difference or dispute that shall arise between them, or any of them, concerning the true construction of these presents, or any covenants or thing herein contained, or any accounts to be stated or settled in pursuance hereof, or any fact, matter, or thing relating to said partnership or the concerns thereof, shall be submitted and referred to the determination and award of three arbitrators chosen, two of which shall be chosen by the parties in difference, which two shall select a third, and the decision and award of two of them, in writing, shall be final, binding, and conclusive.

Agreement to buy or sell interest in partnership.

That upon the dissolution of said partnership any partner may, in writing, make an offer to the other partners to buy their, or sell his own, entire interests in said partnership effects, at a certain specified price. That thereupon and within . . . days thereafter said parties shall signify by writing, to said party proposing, their acceptance or rejection of his offer; and failing so to do within that time said party proposing may, within . . . days, buy or sell at his own option and according to his said proposal.

Continuance of partnership.

It is hereby agreed that the partnership evidenced by the within articles of agreement shall be continued upon the same terms and under the same provisions and restrictions as are therein contained for the further term of from the . . . day of next.

Agreement in case of death of partner.

That in case of the decease of any one of said partners before the expiration of said term of, said partnership shall cease and be dissolved as to such partner only, and said joint business and partnership may be carried on and conducted by the surviving partners for all the residue of said period of, upon the same conditions and terms, and subject to the same stipulations and terms as are herein contained. The said surviving partners shall be respectively interested in the share of the deceased partner, and the profits arising therefrom, in the same relative proportions in which they are interested in the other and remaining shares of said business concern. That within . . . days after the share of said deceased partner shall be withdrawn from said joint trade the same shall be replaced by the surviving partners in the same proportions in which they respectively are to be interested in the profits arising from the share aforesaid.

Admission of new partners.

That in case said parties shall think it prudent to admit an additional partner into said partnership concern generally, or into the branch of said concern only, they shall be at liberty to do so. That such party so admitted shall be in all respects bound by all the agreements, stipulations, and provisions herein contained, as though he had been a party hereto, so far as the same shall or may be applicable, and except as to the proportion of his share and interest in the increase and profit thereof. That said party so admitted shall, when thereunto required by any or either of said partners, at his own expense enter into a covenant to perform and observe all and every agreement, stipulation, and provisions in this agreement contained.

Retiring partner.

That said parties, or either of them, retiring from said business and partnership shall not at any time or times hereafter, either alone, or jointly with or as agent or representative of any person or interest whatsoever, or upon any

account or pretense, set up, exercise, carry on, be interested in, or encourage said trade or business of, within . . . miles from, aforesaid, or encourage any opposition to said trade or business carried on by his or their successors in the same, nor do anything to the prejudice thereof, nor disclose or make known any of the accounts, secrets, or transactions of or relating to said partnership. That if said parties or party so retiring shall do any act in breach or violation of this covenant, then such party shall thereupon immediately pay unto his successors the sum of . . . dollars, liquidated, fixed, and ascertained damages, for said breach and its consequences. .

**CERTIFICATE OF A LIMITED PARTNERSHIP
AND OATH**

This is to certify that the undersigned have, pursuant to the provisions of the statutes of the state of, formed a limited partnership, under the name of firm of, that the general nature of the business to be transacted is [describe business], and that is the general partner and is the special partner, and that the said [special partner] hath contributed the sum of . . . dollars, as capital toward the common stock, and that the said partnership is to commence on the . . . day of, A. D. 19 . . . , and is to terminate on the . . . day of, A. D. 19

Dated this . . . day of, A. D. 19

.
[Signature]

.
[Signature]

OATH

County of, ss.

., the general partner named in the above certificate, being duly sworn, doth depose and say, that the sum specified in the said certificate to have been contributed, by the special partner to the common stock has been actually and in good faith paid in cash.

Sworn this . . . day of, A. D. 19 . . . , before me, [official title].

.
[Signature and official seal]

DISSOLUTION OF PARTNERSHIP

Whereas, by agreement made the . . . day of . . . , A. D. 19 . . . , A. B. and C. D., of the city of . . . , did enter into copartnership, for the purpose of carrying on the business of . . . , for the term of two years; and whereas, the said A. B. wishing to discontinue and decline the joint partnership entered into as aforesaid, he, the said A. B., hath proposed to his said partner, C. D., a dissolution, to which proposition the said C. D. hath assented:

Now, therefore, the parties hereto mutually consent and agree by these presents that the said partnership heretofore existing between them be this day dissolved, and it is accordingly dissolved. And it is further stipulated and agreed mutually between them, that C. D. shall take the entire stock of goods and merchandise now on hand, belonging to the partnership, at a valuation to be set upon the same by three competent persons mutually appointed to value the same; and that he also have power to collect the debts now due to the partnership, and to recover all and any part of the same, in the name of the firm, by suits at law or otherwise; and that, finally, the said C. D. shall pay over to the said A. B., or his legal representatives, the full share and profits which shall appear to be due to the said A. B., in . . . months after the date hereof.

Witness our hands and seals this . . . day of . . . ,
 A. D. 19 . . . A. B. [L. S.]
 Sealed and delivered }
 in the presence of }
 }
 }

**PUBLIC NOTICE OF DISSOLUTION OF
PARTNERSHIP**

Notice is hereby given that the partnership lately subsisting between A. B. and C. D., of . . . , under the firm of B. & D., expired on the . . . day of . . . , A. D. 19 . . . , [or, was dissolved, on the . . . day of . . . , A. D. 19 . . . , by mutual consent, or according to circumstances]. All debts owing to the said partnership are to be received by said C. D., and all demands on the said partnership are to be presented to him for payment [or, C. D. is authorized to settle all debts due to and by the company].

A. B.
C. D.

NOTICE OF DISSOLUTION AS TO ONE PARTNER

Notice is hereby given that the partnership between A. B., C. D., and E. F. was dissolved on the . . . day of, A. D. 19 . . . , so far as relates to the said E. F. All debts due to the said partnership are to paid, and those due from the same discharged, at, where the business will be continued by the said A. B. and C. D., under the firm of B. & D. [or, varied to suit circumstances].

A. B.

C. D.

E. F.

PASSPORTS

APPLICATION BY NATIVE CITIZEN

No. Issued

UNITED STATES OF AMERICA

State of } ss.
County of }

I,, a native and loyal citizen of the United States, do hereby apply to the Department of State at Washington for a passport for myself [and wife, and my minor children as follows:, born at, on the . . . day of, A. D. 19 . . . , and].

In support of the above application, I do solemnly swear that I was born at, in the state of, on or about; that I am domiciled in the United States, my permanent residence being at, in the state of, where I follow the occupation of; that I am about to go abroad temporarily; and that I intend to return to the United States, with the purpose of residing and performing the duties of citizenship therein.

OATH OF ALLEGIANCE

Further, I do solemnly swear that I will support and defend the constitution of the United States against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; and that I take this obligation freely, without any mental reservation or purpose of evasion. So help me God.

Sworn to before me this day of, A. D. 19 [Signature of applicant]

Notary Public.

DESCRIPTION OF APPLICANT

Age: years.	Mouth:
Stature: . . . feet, . . . inches	Chin:
(Eng.)	Hair:
Forehead:	Complexion:
Eyes:	Face:
Nose:	

IDENTIFICATION

., 19
 I hereby certify that I know the above-named
 personally, and I know him to be a native-born citizen of the
 United States, and that the facts stated in this affidavit are
 true to the best of my knowledge and belief.

.
 [Signature of witness]

.
 [Address of witness]

Applicant desires passport sent to following address:

.

APPLICATION BY NATURALIZED CITIZEN

No.

Issued

UNITED STATES OF AMERICA

State of }
 County of } ss.

I,, a naturalized and loyal citizen of the
 United States, do hereby apply to the Department of State
 at Washington for a passport for myself [and wife, and
 my minor children as follows:, born at
, on the . . . day of, A. D. 19 . . . , and
].

In support of the above application, I do solemnly swear
 that I was born at, in, on or about
; that I emigrated to the United States, sailing
 on board the, from, on or about the
 . . . day of, 19 . . . ; that I resided . . . years,
 uninterruptedly, in the United States, from to
, at; that I was naturalized as a citizen

of the United States before the court of ,
at , on the . . . day of , 19 . . . , as shown
by the accompanying certificate of naturalization; that I
am the identical person described in said certificate; that
I am domiciled in the United States, my permanent resi-
dence being at , in the state of , where
I follow the occupation of ; that I am about to go
abroad temporarily; and that I intend to return to the United
States , with the purpose of residing and perform-
ing the duties of citizenship therein.

OATH OF ALLEGIANCE

Further, I do solemnly swear that I will support and
defend the constitution of the United States against all
enemies, foreign and domestic; that I will bear true faith
and allegiance to the same; and that I take this obligation
freely, without any mental reservation or purpose of evasion:
So help me God.

Sworn to before me this . . . day . . . [Signature of applicant] . . .

of , A. D. 19 . . .

. Notary Public

DESCRIPTION OF APPLICANT

Age: . . . years	Mouth:
Stature: . . . feet, . . . inches	Chin:
(Eng.)	Hair:
Forehead:	Complexion:
Eyes:	Face:
Nose:	

IDENTIFICATION

. , 19 . . .
I hereby certify that I know the above-named
. personally, and I know him to be the identical person
referred to in the within-described certificate of naturaliza-
tion, and that the facts stated in his affidavit are true to the
best of my knowledge and belief.

. . . [Signature of witness] . . .

. . . [Address of witness] . . .

Applicant desires passport sent to following address:

.
.
.

PATENTS, COPYRIGHT, AND TRADE-MARKS

PATENTS

APPLICATION FOR LETTERS PATENT—UNITED STATES

To the Honorable Commissioner of Patents, Washington,
D. C., U. S. A.:

Your petitioner,, a subject or citizen¹ of
., residing at, and whose P. O. address
is, prays that letters patent may be granted to
him for improvements in, as set forth in the
annexed specification.

And I hereby appoint, whose register
number is . . . , attorney, with full power of substitution
and revocation, to prosecute this application, to make altera-
tions and amendments therein, to sign the drawings, to
receive the patent, and to transact all business in the
Patent Office connected therewith.

Signed at, this . . . day of, A. D.
19

In signing, the first or
given name should {
be written in full. {

SPECIFICATION

To all whom it may concern:

Be it known, that I,, a subject or citizen¹
of, residing at, have invented a certain
new and useful improvement in, of which the
following is a specification. [Insert the specification in full,
and explanations of accompanying drawings.]

In testimony whereof, I have hereunto set my hand in
presence of two subscribing witnesses.

In signing, the first or
given name should {
be written in full. {

Two witnesses {
sign here. {

¹If a subject, erase "or citizen"; if a citizen, erase "subject or."

OATH

..... } ss.

....., the above named petitioner, a subject or citizen¹ of, residing at, being duly sworn, deposes and says that he verily believes himself to be the original, first, andinventor of the improvements in, described and claimed in the annexed specification; that he does not know and does not believe that the same was ever known or used before his invention or discovery thereof; or patented or described in any printed publication in any country before his invention or discovery thereof or more than two years prior to this application, and that no application for patent on said improvement has been filed by him or his representatives or assigns in any country, except as follows:²

In signing, the first or
given name should {
be written in full. {

Sworn to and subscribed before me this...day of
....., A. D. 19

[L. S.]

Notary public or U. S. {
consul sign here. {

[When the oath is taken before an officer in a country foreign to the United States, all the application papers must be attached together and a ribbon passed one or more times through all the sheets of the application, and the ends of said ribbon brought together under the seal before the latter is affixed and impressed, or each sheet must be impressed with the official seal of the officer before whom the oath was taken, or if he is not provided with a seal, then each sheet must be initialed by him.]

PETITION FOR CAVEAT—UNITED STATES

To the Honorable Commissioner of Patents, Washington,
D. C., U. S. A.:

Your petitioner,, a citizen of the United States, residing at, in the county of, state of, represents that he has made certain improvements in, and that he is now engaged in making experiments for the purpose of perfecting the same, preparatory to applying for letters patent therefor.

¹If a subject, erase "or citizen"; if a citizen, erase "subject or."

²Here insert, if previously patented, the country or countries in which it has been so patented, giving the date and number of each patent; also of each foreign application for patent, with date of filing.

He therefore prays that the subjoined description of the invention may be filed as a caveat in the confidential archives of the Patent Office.

And he hereby appoints, of, attorney, with full power of substitution and revocation, to prosecute this application, to make alterations and amendments therein, to receive the patent, to sign the drawings, and to transact all business in the Patent Office connected therewith.

SPECIFICATION

Be it known, that I,, a citizen of the United States, residing at, in the county of, and state of, have invented certain new and useful improvements in, and desiring further to mature the same, file this caveat therefor, and pray protection of my right until I shall have matured the invention. The following is as full, clear, and exact a description of the invention as I am able at this time to give.

In testimony whereof, I affix my signature in presence of two witnesses.

Inventor.

.
[Two witnesses]

OATH

. } ss.

., the above petitioner, being duly sworn, deposes and says that he is a citizen of the United States, residing at; that he verily believes himself to be the original, first, and inventor of the improvement in, described in the foregoing specification; and that he does not know and does not believe that same was ever before known or used prior to his invention thereof; that the same has not to his knowledge been in public use or on sale in the United States for more than two years prior to this application; that the same has not been patented to him nor to others, with his knowledge or consent, in any country.

Sworn to and subscribed before me this . . . day of, A. D. 19

[L. s.]

PETITION FOR PATENT-CANADA

To the Commissioner of Patents, Ottawa:

The petition of A. B., of the city of Toronto, in the Province of Ontario, carpenter, sheweth:

That he hath invented new and useful improvements in machines for breaking stones, not known or used by others before his invention thereof, and not being in public use, or on sale, with his consent or allowance as such inventor, for more than one year previous to his application for a patent therefor, in Canada.

Your petitioner, therefore, prays that a patent may be granted to him for the said invention, as set forth in the specification in duplicate relating thereto, and, for the purposes of the Patent Act, your petitioner elects his domicile in the city of Ottawa, Province of Ontario.

A. B.

Toronto, October 1, 1902.

PETITION FOR PATENT BY ASSIGNEE OR
LEGATEE-CANADA

To the Commissioner of Patents, Ottawa:

The petition of C. D., of the city of Boston, state of Massachusetts, one of the United States of America, laborer, sheweth:

That E. F., of the city of Ottawa, Province of Ontario, saloon keeper, hath invented new and useful improvements in planting machines, not known or used by others before his invention thereof, and not being in public use or on sale, with the consent or allowance of the said E. F. as such inventor, for more than one year previous to this application for a patent therefor, in Canada. That your petitioner, by assignment bearing date the . . . day of . . . , A. D. 19 . . . , acquired the right of obtaining a patent from E. F., aforesaid, for the said invention.

Your petitioner, therefore, prays that a patent may be granted to him, as the assignee of the said E. F., for the said invention as set forth in the specification in duplicate relating thereto, and, for the purposes of the Patent Act, your petitioner elects his domicile in the city of Ottawa, Province of Ontario.

C. D.

New York, October 1, 1902.

PETITION FOR THE REISSUE OF A PATENT-CANADA

To the Commissioner of Patents, Ottawa:

The petition of G. H., in the city of Ottawa, in the Province of Ontario, lumber manufacturer, sheweth:

That your petitioner obtained a patent bearing date the . . . day of, A. D. 19 . . . , for a new and useful improvement in churns. That the petitioner is advised that the said patent is deemed ineffective, or inoperative, by reason of insufficient description or specification, and that the errors arose from inadvertence, accident, or mistake, without any fraudulent or deceptive intention.

Your petitioner, being desirous of obtaining a new patent in accordance with the amended description and specification in duplicate, therefore prays that he may be allowed to surrender the aforesaid patent, and a new patent be granted to him, in accordance with the amended description and specification of the said invention, for the unexpired period for which the original patent was granted.

G. H.

Ottawa, October 1, 1902.

OATH OF NOVELTY BY INVENTOR-CANADA

Canada, }
Province of Ontario, } ss.
County of York. }

I, A. B., of the city of Toronto, in the county of York, in the Province of Ontario, carpenter, make oath and say, that I verily believe that I am the inventor of the new and useful improvements in machines for breaking stones, described and claimed in the specification relating thereto, and for which I solicit a patent by my petition, dated the . . . day of, A. D. 19 And I further say that the same has not been patented to me, or to others with my knowledge or consent, except in the following countries.* And I further say that the several allegations contained in the said petition are respectively true and correct.

A. B.

Sworn before me, at the city of Toronto, the . . . day of, A. D. 19

E. F.,

J. P. for the County of York.

*Here insert, if previously patented, the country or countries in which it has been so patented, giving the date and number of each patent. If not previously patented, erase the words "except in the following countries," and insert the words "in any country."

PETITION FOR CAVEAT-CANADA

To the Commissioner of Patents, Ottawa:

The undersigned, J. K., of New Edinburgh, in the county of Russell, in the Province of Ontario, school teacher, an intending applicant for a patent, who has made certain new and useful improvements in locomotive engines and has not perfected his invention, prays that his specification may be filed as a caveat in the Patent Office. [Describe invention so far as possible, and refer to letters in drawing, as in the specification.] J. K.

OATH

Canada,
Province of Ontario, } ss.
County of Russell. }

I, J. K., of New Edinburgh, in the county of Russell, Province of Ontario, school teacher, make oath and say that I am the inventor of the invention described in the foregoing specification, and that the allegations contained therein are respectively true and correct. J. K.

Sworn before me, at New Edinburgh, the . . . day of, A. D. 19 E. F.,

J. P. for the County of Russell.

APPLICATION FOR PATENT-GREAT BRITAIN

(a) do hereby declare that in possession of an invention, the title of which is (b) that (c) the true and first inventor thereof; and that the same is not in use by any other person or persons to the best of knowledge and belief; and humbly pray that a patent may be granted to for the said invention.

Dated the . . . day of, A. D. 19

(d)

. hereby appoint to act as
 agent in respect of the within application for a

patent, and request that all notices, requisitions, and communications relating thereto may be sent to such agent at the above address.

. . . day of, A. D. 19

(d)

.

.

(a) Here insert name and full address and calling of applicant or applicants.

(b) Here insert title of invention.

(c) In the case of more than one applicant, state whether all, or if not, who is or are the inventor or inventors.

(d) Signature of applicant or applicants.

STATUTORY DECLARATION AS TO IDENTITY OF INVENTION—GREAT BRITAIN

(a)
do solemnly and sincerely declare that (b) acquainted with the (c) specification signed by (d) on the . . . day of, A. D. 19, which accompanies (e) application for letters patent in Great Britain for an invention of (f), and that the invention described therein is identical with the invention described in the specification of letters patent of the United States of America, dated, No., a certified copy of which is filed herewith.

And (g) make this solemn declaration, conscientiously believing the same to be true, and by virtue of the provisions of the Statutory Declaration Act, 1835.

(h)

.

Declared by the said at, before me on this . . . day of, A. D. 19

(a) Here insert name and full address and calling of applicant, or of each of the applicants.

(b) I am or we are.

(c) Provisional or complete.

(d) Me or us.

(e) My or our.

(f) Here insert title of invention.

(g) I or we.

(h) Signature of applicant or of each of applicants.

[This declaration must be made before a British consul or notary public.]

ASSIGNMENT BEFORE PATENT

Whereas I, [name of assignor], of, did make application for letters patent of for improvements in, which invention is fully described in the specification pertaining to said application, which I signed under oath the . . . day of, A. D. 19 . . . :

Now this indenture witnesseth, that for and in consideration of the sum of dollars, to me in hand paid by [name of assignee], of, the receipt of which is hereby acknowledged, I, the said [name of assignor], do hereby sell, assign, and transfer unto the said [name of assignee], all my right, title, and interest in and to the said improvement and the invention and the letters patent therefor when granted; the same to be held and enjoyed by the said [name of assignee], his heirs, assigns, or legal representatives, as fully and entirely as the same would have been held and enjoyed by me, if this assignment and sale had not been made.

And I do hereby declare that I have not conveyed to any other party the rights and interests herein transferred to the said [name of assignee].

The commissioner of patents is hereby requested to issue said letters patent when granted to the said [name of assignee].

Witness my hand and seal this . . . day of, A. D. 19 [L. S.]

[This assignment must be acknowledged.]

ASSIGNMENT AFTER PATENT

Whereas I, [name of assignor], of, in the county of, and state of, did obtain letters patent of for certain improvements in, dated, and numbered, and whereas [name of assignee], of, is desirous of acquiring interest therein:

Now, therefore, this indenture witnesseth, that for and in consideration of dollars, to me in hand paid by said, the receipt whereof is hereby acknowledged, I, the said [name of assignor], have assigned, sold, and set over, and do hereby assign, sell, and set over, unto the said [name of assignee] all the right, title, and interest in and to the said invention, and the letters patent therefor; the same

to be held and enjoyed by the said [name of assignee], for his own use and behoof and for the use and behoof of his heirs, assigns, or legal representatives, to the full end of the term for which said letters patent are granted, as fully and entirely as the same would have been held and enjoyed by me had this assignment and sale not been made.

And I do hereby declare that I have not conveyed to any other party the rights and interest herein transferred to the said [name of assignee].

In testimony whereof, I have hereunto set my hand and seal the . . . day of . . . , A. D. 19 . . .

. [L. S.]

[This assignment must be acknowledged.]

GRANT OF A TERRITORIAL RIGHT IN A PATENT

Whereas I, . . . , of . . . , in the county of . . . , and state of . . . , did obtain letters patent of . . . for . . . , which letters patent bear date the . . . day of . . . , A. D. 19 . . . ; and whereas . . . , of . . . , is desirous of acquiring an interest therein:

Now this indenture witnesseth, that for and in consideration of the sum of . . . dollars, to me in hand paid, the receipt of which is hereby acknowledged, I have granted, sold, and set over, and do hereby grant, sell, and set over, unto the said . . . , all the right, title, and interest which I have in said invention, as secured to me by said letters patent, for, to, and in the several states of . . . , and . . . , and . . . , and in no other place or places; the same to be held and enjoyed by the said . . . for his own use and behoof, and for the use and behoof of his legal representatives, to the full end of the term for which said letters patent are granted [if it be intended to grant for any extended term, then add, and for the term of any extension thereof], as fully and entirely as the same would have been held and enjoyed by me had this grant and sale not been made.

In testimony whereof, I have hereunto set my hand and affixed my seal this . . . day of . . . , A. D. 19 . . .

Sealed and delivered }
in the presence of }
. }

. [L. S.]
[Signature]

COPYRIGHT

APPLICATION FOR COPYRIGHT REGISTRATION—UNITED STATES

Date, 19 .

To the Register of Copyrights, Washington, D. C.:

Inclosed find \$ in money order, which you are requested to apply as follows:

(a) As the statutory fee for recording the accompanying title . \$

(b) As the statutory fee for a copy under seal of such record (certificate), fifty cents each, \$

1. Nature of article

[Use only one or the other of these eight designations: A, book (if literary composition, in prose or verse, including newspaper article, magazine contribution, serial story, or single poem); B, periodical; C, musical composition; D, dramatic composition; E, map or chart; F, engraving, cut, or print; G, chromo or lithograph; H, photograph.]

2. Title of work

3. Name of claimant of copyright, and residence.

Name,

Residence,

4. Country in which the article is to be printed or produced

5. Name of the author [or, translator, or, editor], and of the country of which he is now a citizen or subject.

Name,

[May be withheld if desired]

Residence,

[May be withheld if desired]

Nationality, { Name of country of which
he is now a citizen or a
subject. } [Must be given]

6. Form of claim

[State whether copyright is claimed as author, designer, or proprietor.]

7. Specification of nature of claim of copyright

[State, if desired, specifically upon what copyright protection is claimed, e. g., "Preface," "Notes and Emendations," "Illustrations," "New matter added to new edition," etc.]

8. Name and address to whom reply is to be mailed.

Name,

Address,

APPLICATION FOR REGISTRATION OF COPYRIGHT—CANADA

To the Minister of Agriculture (Copyright Branch), Ottawa:

I, [name of person], domiciled in Canada [state place and province], or in any part of the British possessions [state place], or being a citizen of any country [state country], which has an International Copyright treaty with the United Kingdom [as the case may be], hereby declare that I am the proprietor of the book [or, map, chart, etc., as the case may be] called [title or name], which has been published in Canada by [name of publisher thereof] in the [name of locality where the publication has taken place], in the province of, and hereby request the registration of the same, and for that purpose I herewith forward the fee required by "The Copyright Act," together with three copies of the book [or, map, chart, etc., as the case may be, or, if the object is a painting, a sculpture, or any other work of art, a written description of such work of art].

In testimony whereof, I have signed in the presence of the two undersigned witnesses at the place and date hereunder mentioned.

. [Place and date]	. . . . . [Signature of the proprietor]
. } <div style="display: inline-block; vertical-align: middle;"> _____ [Signatures of the two witnesses] </div>	

ASSIGNMENT OF A COPYRIGHT

To all whom it may concern:

Whereas I, [name of assignor], of, did obtain a copyright from for a work entitled, and the certificate of said copyright bears date, A. D. 19

Now this deed witnesseth, that for a valuable consideration, viz.:, to me in hand paid, the receipt of which is hereby acknowledged, I have assigned, sold, and set over, and by these presents do assign, sell, and set over, unto the said [name of assignee] all the right, title, and interest I have in the above book [or, design, etc.] as secured to me by said copyright. The same to be held and enjoyed by the said [name of assignee] for his own use and behoof, and for the use and behoof of his legal representatives, to the full end of the term for which said copyright was issued, as fully and entirely as the same would have

been held and enjoyed by me had this assignment and sale not been made.

In testimony whereof, I have hereunto set my hand and affixed my seal this . . . day of . . . , A. D. 19

[Signature] [L. S.]

TRADE-MARKS

APPLICATION FOR TRADE-MARK REGISTRATION—UNITED STATES

To the Honorable Commissioner of Patents, Washington, D. C., U. S. A.:

The undersigned presents herewith a facsimile of his lawful trade-mark, and request that the same, together with the accompanying statement and declaration, may be registered in the United States Patent Office in accordance with the law in such cases made and provided.

And I hereby appoint . . . , of the city of . . . , whose register number is . . . , attorney, with full power of substitution and revocation, to prosecute this application, to make amendments therein, to sign my name to the drawings, to receive the certificate of registration, and to transact all business in the Patent Office connected therewith.

Signed at . . . }
County of . . . }
State of . . . }
. . . , A. D. 19 . }

DECLARATION

State of . . . } ss.
County of . . . }

. . . , being duly sworn, deposes and says that he is . . . , the applicant named in the foregoing statement; that he verily believes that the foregoing statement is true; that he has at this time a right to the use of the trade-mark therein described; that no other person, firm, or corporation has the right to such use, either in the identical form or in any such near resemblance thereto as might be calculated to deceive; that it is used in commerce

by with, and that the description and the drawing presented for record truly represents the trade-mark sought to be registered.

Sworn to and subscribed before me this . . . day of, A. D. 19
[L. s.] Notary public sign here. {

APPLICATION FOR THE REGISTRATION OF A GENERAL TRADE-MARK—CANADA

To the Minister of Agriculture (Trade-Mark and Copyright Branch), Ottawa:

I, [name of person], of the [city, town, or other locality], in [name of county, province, or state], hereby furnish a duplicate copy of a general trade-mark, in accordance with Sections 4 and 9 of "The Trade-Mark and Design Act," which I verily believe is mine, on account of having been the first to make use of the same [or, on account of having acquired it from, naming the person, whom I verily believe to be the original proprietor thereof].

The said general trade-mark consists [insert a description of trade-mark, recital of motto or mottoes, in order to explain pattern furnished], and I hereby request the said general trade-mark to be registered in accordance with the law.

I forward herewith the fee of \$30, in accordance with Section 10 of the said act.

In testimony thereof, I have signed, in the presence of the two undersigned witnesses, at the place and date hereunder mentioned.

. [Signature of the proprietor]
[Place and date]

.
[Signatures of the two witnesses]

APPLICATION FOR THE REGISTRATION OF A SPECIFIC TRADE-MARK—CANADA

To the Minister of Agriculture (Trade-Mark and Copyright Branch), Ottawa:

I, [name of person], of the [city, town, or other locality], in [name of county, province, or state], hereby furnish a duplicate copy of a specific trade-mark, to be applied to the

sale of [description of class of merchandise], in accordance with Sections 4 and 9 of "The Trade-Mark and Design Act," which I verily believe is mine, on account of having been the first to make use of the same [or, on account of having acquired it from, naming the person, whom I verily believe to be the original proprietor thereof].

The said specific trade-mark consists [insert a description of trade-mark, recital of motto or mottoes, in order to explain pattern furnished], and I hereby request the said specific trade-mark to be registered in accordance with the law.

I forward herewith the fee of \$25, in accordance with Section 10 of the said act.

In testimony thereof, I have signed, in the presence of the two undersigned witnesses, at the place and date hereunder mentioned.

..... [Signature of the proprietor]
 [Place and date]

 [Signatures of the two witnesses]

APPLICATION FOR THE REGISTRATION OF AN INDUSTRIAL DESIGN—CANADA

To the Minister of Agriculture (Trade-Mark and Copyright Branch), Ottawa:

I, [name of person], being a resident of Canada, and now residing in the [city, town, or other locality], in the [name of province, as the case may be], hereby declare that I am the proprietor of the industrial design of which duplicate copies are herewith forwarded, and which consists [insert description of design, and an explanation of its use], and I hereby request that the said industrial design be registered in accordance with the law.

I forward herewith the fee of \$5, in accordance with Section 26 of "The Trade-Mark and Design Act."

In testimony thereof, I have signed, in the presence of the two undersigned witnesses, at the place and date hereunder mentioned.

..... [Signature of the proprietor]
 [Place and date]

 [Signatures of the two witnesses]

POWERS OF ATTORNEY

POWER OF ATTORNEY TO SELL LANDS

Know all men by these presents, that I, the undersigned [name of selling party], of, county of, and state of, have this day made, constituted, and appointed, and do by these presents make, constitute, and appoint [name of attorney], of, in the county of, and state of, my true and lawful attorney, for me and in my name to sell and dispose of, absolutely, in fee simple, the following described lot, tract, or parcel of land: [describe land or premises granted], for such price or sum of money, and to such person or persons as he shall think fit and convenient [or, to such persons, and at such price as may be desired]; and also for me and in my name, and as my act and deed, to sign, execute, acknowledge, and deliver such deed or deeds, and conveyance or conveyances, for the absolute sale and disposal thereof, or of any part thereof, with such clause or clauses, covenant or covenants, and agreement or agreements, to be therein contained, as my said attorney shall think fit and expedient; hereby ratifying and confirming all such deeds, conveyances, bargains, and sales which shall at any time hereafter be made by said attorney touching or concerning the premises.

In testimony whereof, I have hereunto set my hand and seal on this . . . day of, A. D. 19

. [L. s.]
[Signature]

POWER OF ATTORNEY TO LEASE AND RECEIVE RENTS

Know all men by these presents, that I, A. B., of, do make, constitute, and appoint C. D., of, my true and lawful attorney, for me and in my name to demise and let for a term not exceeding years in duration, the following described real estate, namely:; and to execute in my name all leases and other papers necessary for such demise and letting. I hereby further empower

my said attorney to demand, collect, and receive the rents reserved under said lease or leases, or under any other lease or leases of said premises now existing and heretofore executed by me or under my authority, or any money that may become due in respect of the rental or occupation of the premises by the tenants thereof; to pay taxes, water rent, and insurance when and as the same shall fall due; to make such repairs upon the said premises as in the judgment of my said attorney in fact may from time to time be required; to attend to repaving and resetting the curb; to removing nuisances, and to any other matters which may be necessary in respect to the caring for said premises and maintaining them in good condition. The said C. D. shall render monthly accounts of receipts and expenditures; and shall be paid by way of compensation five per cent. upon the gross income received from the property aforesaid. The said C. D. is hereby given power [to appoint an attorney or attorneys under him and] to do all other lawful acts requisite for effecting the premises; and I hereby ratify and confirm all that the said attorney [or, his substitute or substitutes] shall do therein by virtue of these presents.

In witness whereof, etc.

POWER OF ATTORNEY APPOINTING AN AGENT TO TRANSACT ALL BUSINESS

Know all men by these presents, that I, A. B., of
., have made, constituted, and appointed, and by these presents do make, constitute, and appoint C. D., of, my true and lawful attorney, for me and in my name and on my behalf to ask, demand, recover, and receive all and any sum or sums of money, debts, dues, merchandise, or effects, due, payable, and belonging to me, from any person or persons whatsoever; to sell all or any part of such goods, merchandise, and effects which may come to his possession or knowledge, on such credit and for such prices as he may deem meet; to purchase any goods, merchandise, specie, or other commodities on my account, for such prices and to such amount as he may deem meet, and the same to sell again for my benefit and on my account, for any prices whatsoever; to ship and transport the same or any part thereof, on my behalf and account, to any port or ports, place or places whatsoever, in any vessel or vessels, and with and to any person or persons whatsoever, and there barter, exchange, and dispose of the same; to insure and

cause insurance to be made of any such goods, merchandise, specie, or other commodities, or of any part thereof, at such premiums; and for such order or orders, to make and execute any note or notes of hand, bond or bonds, or other instruments or contracts, in my name and on my account, to and for any amount which he may deem meet or expedient; to sell, barter, exchange, or dispose of any real estate of which I am now seized or possessed, in fee simple or for any less estate, to any person or persons, for any price and in any manner whatsoever, and for these purposes to execute and acknowledge any deed or deeds, lease or leases, or other assurance or assurances, with general covenants of warranty against all persons, or any other covenants whatsoever, as he may deem expedient; to purchase any real estate on my account, in fee simple, or otherwise, at any price or any exchange whatsoever, and for these purposes to receive, confirm, make, and execute any contracts, deeds, conveyances, or other instruments whatsoever; to settle and adjust all partnership accounts and demands, and all other accounts or demands now subsisting or which may hereafter subsist between me and any person or persons whatsoever, and to submit the same to and decide them by arbitration; to compound for any debts, dues, or demands owing or which may hereafter be owing to me, and to take less than the whole, or otherwise to agree for the same, in such manner and on such terms as he, in his discretion, may deem proper; and for all or any of these purposes to make and execute any releases, compromises, compositions, agreements, or contracts, by deed or otherwise, in his opinion necessary and expedient in the premises; to pay and discharge all debts and demands due and payable or which may hereafter become due and payable by me unto any person or persons whatsoever; to enter into any lands or other real estate to which I am or may be entitled, and recover the possession thereof and damages for any injury done thereto, and to distrain for rent due thereon; and also to commence and prosecute unto final judgment and execution any suit or suits, action or actions, real, personal, or mixed, which he shall deem proper for the recovery, possession, or enjoyment of any matter or thing which is or which may hereafter be due, payable, owing, belonging, accruing, or appertaining to me for or by reason of the premises or any part thereof, and, in any such suits or actions, for me to appear and plead before any courts or tribunals having jurisdiction thereof, and all stipulations, recognizances, and other requisites in any suits or actions to allow and establish; to determine the

same suits or actions, and any question arising on the same, by arbitration or other compromise, and, of all receipts and recoveries in the premises, due acquittances and discharges to execute and deliver; and generally to do and perform all matters and things, transact all business, make, execute, and acknowledge all contracts, orders, deeds, writings, assurances, and instruments which may be requisite or proper to effectuate all or any of the premises, or any other matter or thing appertaining or belonging to me, with the same powers, and to all intents and purposes with the same validity, as I could, if personally present; [giving and granting unto my said attorney full power to substitute one or more attorney or attorneys under him, my said attorney, in or concerning the premises or any part thereof, and the same at his pleasure to revoke; and] hereby ratifying and confirming whatsoever my said attorney [or, his substitute or substitutes] shall and may do, by virtue hereof, in the premises.

In witness whereof, I have hereunto set my hand and seal this . . . day of . . . , A. D. 19 . . . A. B. [L. s.]

Signed, sealed, and de-
livered in the pres-
ence of
.....

[By omitting the words enclosed in brackets in the above form, power to appoint substitutes will not be conveyed. Notice also that this power of attorney must be acknowledged and recorded, in order to convey real estate.]

POWER OF ATTORNEY TO SELL CAPITAL STOCK

Know all men by these presents, that I, A. B., of . . . , for value received, have bargained, sold, assigned, and transferred, and by these presents do bargain, sell, assign, and transfer unto C. D., of . . . , . . . shares of the capital stock of the . . . Company, standing in my name on the books of the said company, and do hereby constitute and appoint E. F. my true and lawful attorney irrevocable, for me and in my name and stead, to use, sell, assign, transfer, and set over, all or any part of the said stock and for that purpose to make and execute all necessary acts of assignment and transfer, [and one or more persons to substitute with like full power,] hereby ratifying and confirming all that my said attorney [or, his substitute or substitutes] shall lawfully do by virtue hereof.

In witness whereof, I have hereunto set my hand and seal
this . . . day of, A. D. 19 A. B. [L. s.]

Signed, sealed, and de-
livered in the pres-
ence of
.....
.....

POWER OF ATTORNEY AS TO COMMERCIAL PAPER

Know all men by these presents, that I, A. B., do make, constitute, and appoint C. D. my true and lawful attorney, for me and in my name:

1. To draw checks against my account in the X bank;
2. To indorse notes, checks, drafts, or bills of exchange, which may require my indorsement for deposit as cash or for collection in the said bank;
3. To accept all drafts or bills of exchange which may be drawn upon me, and to do all lawful acts requisite for effecting these premises; hereby ratifying and confirming all that the said attorney shall do therein by virtue of these presents.

In witness whereof, etc.

POWER OF ATTORNEY TO RECEIVE INTEREST

Know all men by these presents, that I, A. B., the undersigned, for value received, do hereby irrevocably constitute and appoint C. D. to be my true and lawful attorney, for me and in my name to receive the interest now due on [And further, one or more persons under him to substitute with like power.]

In witness whereof, etc.

POWER OF ATTORNEY TO RECEIVE DIVIDENDS

Know all men by these presents, that I, A. B., do make, constitute, and appoint C. D. to be my true and lawful attorney for me and in my name to receive the dividends which are now due, [or, which may hereafter become due,] on all the stock standing in my name on the books of the X Co., [with the power also, to make and substitute an attorney or attorneys under him for that purpose]; and do all lawful acts requisite for effecting the premises; hereby ratifying and confirming all that my said attorney [or, substitutes] shall lawfully do by virtue hereof.

In witness whereof, etc.

POWER OF ATTORNEY TO COLLECT CLAIMS

Know all men by these presents, that I, A. B., of, have constituted, made, and appointed, and by these presents do constitute, make, and appoint C. D., of, my lawful attorney for me and in my name and stead, and for my use, to ask, demand, sue for, levy, recover, and receive, all such sum or sums of money, debts, rents, goods, wares, dues, accounts, and other demands whatsoever, which are or shall be due, payable, and belonging to me or detained from me in any manner of ways or means whatsoever, especially to [state what the agent is particularly empowered to do], giving and granting unto my said attorney by these presents my full and entire power and authority, in and about the premises, to have, use, and take all lawful ways and means in my name for the purposes aforesaid; and upon the receipt of any such debts, dues, or sums of money aforesaid, acquittances, or other sufficient discharges, for me and in my name to make, seal, and deliver; and generally all and every other act or acts, thing or things, device or devices in the law whatsoever needful and necessary to be done in and about the premises, for me and in my name to do, execute, and perform, as fully, largely, and amply, to all intents and purposes, as I might or could do, if I were personally present, or as if the matter required more special authority than is herein given; [and attorneys, one or more under him for the purpose aforesaid, to make and constitute, and again at pleasure to revoke;] ratifying, allowing, and holding for firm and effectual, all and whatsoever my said attorney [or, his substitute] shall lawfully do in and about the premises, by virtue hereof.

In witness whereof, etc.

POWER OF ATTORNEY TO SATISFY MORTGAGE

E. F.	}	Mortgage dated, A. D. 19
to		Recorded at
A. B.	}	on the day of,

A. D. 19, in mortgage book, No., page, on premises situate
 to secure the payment of
 dollars, with interest

Know all men by these presents, that I, A. B., the mortgagee of the above-stated mortgage, do hereby authorize and

empower C. D., of, to appear in the office of the recorder of deeds at, in the county of, state of, and for me and in my name and stead to enter satisfaction upon the margin of the record of the above-mentioned mortgage, the debt thereby secured having been paid; and also for me and in my name to make the necessary transfer of any policy or policies of insurance upon the mortgaged premises which may now stand in my name; and for his so doing this shall be sufficient warrant.

Witness my hand and seal this . . . day of,
A. D. 19 A. B. [L. S.]

[This must be acknowledged before the proper officer.]

POWER OF ATTORNEY TO SATISFY JUDGMENT

A. B. <i>vs.</i> C. D.	}	In the court of county. Judgment in favor of plaintiff for \$ Entered to term, A. D. 19 Entered of record,, A. D. 19
------------------------------	---	---

And now, to wit,, A. D. 19, I, A. B., plaintiff in the above judgment, do hereby appear and acknowledge that I this day have had and received of and from C. D., the defendant in the above judgment, full payment and satisfaction of the same, with interest and costs, and desire that satisfaction therefor shall be entered upon the records thereof.

And further, I do hereby authorize and empower the clerk [or, prothonotary] of said court, to appear for me and in my name and stead to enter full satisfaction upon the records of said judgment, as fully and effectually, to all intents and purposes, as I could were I personally present to do so. And for so doing this shall be his sufficient warrant of authority.

In testimony whereof, etc.

POWER OF SUBSTITUTION

Know all men by these presents, that I, C. D., by virtue of the power and authority to me given in and by the letter of attorney of A. B., which is hereunto annexed, do make, substitute, and appoint E. F., as well for me as the true and lawful attorney and substitute of the said constituent named in

the said letter of attorney, to do, execute, and perform all and everything requisite and necessary to be done, as fully, to all intents and purposes, as the said constituent or I could do if personally present; hereby ratifying and confirming all that the said attorney and substitute hereby made shall do in the premises by virtue hereof and of the said letter of attorney.

In witness whereof, etc.

REVOCATION OF POWER AND APPOINTMENT OF ANOTHER AGENT

To all persons to whom these presents shall come, I, A. B., of, send greeting: Whereas I, the said A. B., did heretofore by a certain instrument in writing or letter of attorney empower C. D., of, to be my attorney, in my name and for my use, to recover and receive all such moneys, debts, and effects whatsoever, as were due, owing, or payable unto me by, etc. [as in the letter of attorney]; and to do all other matters and things, as fully as I myself might or could do, for that purpose, etc., or to that or the like effect, as by the same writing, relation being thereunto had, at large appears: Now know ye, that I, the said A. B., for divers good causes and valuable considerations me thereunto moving, have revoked, recalled, countermanded, and made void, and by these presents do revoke, recall, countermand, and to all intents and purposes make null, void, and of none effect, the said recited writing or letter of attorney, and all powers and authorities therein and thereby given and granted, and all other matters and things therein or in any of them contained; and all acts, matters, and things whatsoever which shall or may be acted, done, or performed, by virtue or means thereof, in any manner whatsoever.

[If another attorney be appointed, continue as follows: "And further know ye, that I, the said A. B., do by these presents make, name, constitute, and appoint, and in my place and stead put and depute J. R., of, to be my true and lawful attorney, for me and in my name, etc.," as in the form of letter of attorney desired.]

In witness whereof, etc.

RELEASES

GENERAL RELEASE

Know all men by these presents, that I, A. B., do hereby remise, release, and forever discharge C. D., his heirs, executors, and administrators, of and from all, and all manner of, actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims, and demands whatsoever in law or in equity, which against the said C. D. I ever had, now have, or which my heirs, executors, administrators, or assigns, or any of them, hereafter can, shall, or may have, for or by reason of any cause, matter, or thing whatsoever, from the beginning of the world to the date of these presents.

In witness whereof, I have hereunto set my hand and seal the . . . day of . . . , A. D. 19 . . . A. B. [L. s.]

Signed, sealed, and }
 delivered in the }
 presence of }
 }
 }

RELEASE TO ADMINISTRATOR

Know all men by these presents, that I, A. B., of, one of the sons of H. B., late of, deceased, who died intestate, do hereby acknowledge that I this day have had and received of and from C. D., administrator of the estate of the said H. B., deceased, the sum of dollars, in full satisfaction and payment of all such sum or sums of money, share or shares, purparts, and dividends which were due, owing, payable, and belonging to me, by any means whatsoever, for or on account of my full share, part, or dividend of the real and personal [or, personal, as the case may be] estate of my said father, deceased. And therefore I, the said A. B., do by these presents remise, release, quitclaim, and forever discharge the said C. D., his heirs, executors, and administrators, of

and from the said share or dividend of the estate aforesaid, and of and from all actions, suits, payments, accounts, reckonings, claims, and demands, for or by reason thereof, or of any other act, matter, cause, or thing whatsoever, in law or in equity, up to the day of the date hereof.

In witness whereof, etc.

RELEASE OF COVENANT IN LEASE

To all persons to whom these presents may come, A. B., of, sendeth greeting: Whereas, in and by an indenture of lease, bearing date, made between C. D., of, of the one part, and the said A. B., of the other part, there is contained a covenant in these words following, viz.: [recite the covenant verbatim, as therein contained], whereunto relation being had, it doth at large appear: Now know ye, that I, the said A. B., for divers good causes and considerations to me hereunto moving, have remised, released, and quitclaimed, and by these presents, for me, my heirs, executors, and administrators, do remise, release, and quitclaim unto the said C. D., his heirs, executors, administrators, and assigns, the said covenant, grant, clause, agreement, and article, before rehearsed or recited, and all and every other matter, thing and things specified, declared, and contained in the same covenant, clause, and agreement, and all the benefit, profit, advantage, and commodity, that by any manner of means, may or might arise, grow, come, or happen to me, the said A. B., for or by reason of the same covenant, clause, article, or agreement, or any word, sentence, matter, thing, or things therein contained, so that the said C. D., his heirs, executors, administrators, and assigns, and every of them, from henceforth forever, shall be fully acquitted, released, and discharged against me, the said A. B., my heirs, executors, and administrators, and every one of us, of, from, and for the said covenant, grant, clause, article, and agreement before rehearsed and recited, and of, from, and for everything and things touching the same (but this present release shall not in anywise extend to any other covenant, clause, or article in the said indenture contained).

In witness whereof, etc.

RELEASE OF DEBTOR BY CREDITORS

To all persons to whom these presents may come, we, who have hereunto set our hands and seals, creditors of, of, send greeting: Whereas, the said is indebted to us, his said creditors, in several sums of money, which he is not able fully to satisfy and discharge; we therefore have agreed, and do hereby agree, to accept the sum of dollars in full payment and satisfaction of all the debts owing to us respectively at the date hereof, by and from the said, which is paid by or for the said [name of debtor] to [names of persons to whom the money is to be paid for the creditors releasing], for the use of, and to the intent that the same may be shared and divided among us, his said creditors, in proportion and according to the debts to us severally due and owing: Now therefore know ye, that, for the consideration aforesaid, each of us, the said creditors who have hereunto set our hands and seals, for him and herself, his and her heirs, executors, and copartners, doth by these presents remise, release, and forever discharge the said, his heirs, executors, and administrators, of and from our several debts, and all manner of action and actions, which, against the said, each and every of us the said creditors now hath, or which each and every of our heirs, executors, or administrators, respectively, hereafter may, can, or ought to have, claim, or demand for, upon, or by reason of the said several and respective debts to us severally due and owing, or for or by reason of any other matter, cause, or thing whatsoever from the beginning of the world.

In witness whereof, etc.

RELEASE OF DOWER

To all to whom these presents shall come, A. B., of, sends greeting: Know ye, that the said A. B., the party of the first part to these presents, for and in consideration of the sum of dollars, lawful money of the United States, to her in hand paid at or before the ensembling and delivery of these presents, by C. D., of the second part, the receipt whereof is hereby acknowledged, hath granted, remised, released, and forever quitclaimed, and by these presents doth grant, remise, release, and forever quitclaim, unto the said party of the second part, his heirs and assigns forever, all the dower and thirds, right and title of dower

and thirds, and all the other right, title, interest, property, claim, and demand whatsoever, in law and equity, of her, the said party of the first part, of, in, and to [describe estate, the dower in which is released] so that she, the said party of the first part, her heirs, executors, administrators, or assigns, nor any other person or persons, for her, them, or any of them, shall not have, claim, challenge, or demand, or pretend to have, claim, challenge, or demand, any dower and thirds, or any other right, title, claim, or demand whatsoever, of, in, or to the same, or any part or parcel thereof, in whatsoever hands, seisin, or possession the same may or can be, and thereof, and therefrom shall be utterly barred and excluded forever by these presents.

In witness whereof, etc.

RELEASE TO EXECUTOR

Know all men by these presents, that A. B., of
, and M., his wife, late M. M., one of the daughters
 and legatees named in the will of W. M., of
, deceased, do hereby acknowledge that they have
 this day had and received of and from C. D., executor of the
 last will and testament of the said W. M., deceased, the sum
 ofdollars, in full satisfaction and payment of all
 such sum or sums of money, legacies, and bequests as are
 given and bequeathed to the said M., by the last will and
 testament aforesaid, and all interest accrued thereon. And
 therefore the said A. B., and M., his wife, do by these pres-
 ents remise, release, quitclaim, and forever discharge the
 said C. D., his heirs, executors, and administrators, of and
 from the said legacy or legacies, and of and from all actions,
 suits, payments, accounts, reckonings, claims, and demands,
 for or by reason thereof, or of any other act, matter, cause,
 or thing whatsoever, in law or in equity, up to the day of the
 date hereof.

In witness whereof, we have hereunto set our hands and
 seals this . . . day of, A. D. 19

A. B. [L. s.]
 M. B. [L. s.]

RELEASE TO GUARDIAN

Know all men by these presents, that I, A. B., of
, spinster, having attained the age of twenty-one
 years, do hereby acknowledge that I this day have had and
 received of C. D., my guardian, duly appointed by the
court of the county of, the sum of

... dollars, together with the bond to him given by ... and his sureties, agreeably to the order of the said court, in full satisfaction and payment of my share of the estate, real and personal, of my late father, H. B., deceased, and therefore I do by these presents remise, release, quit-claim, and forever discharge the said C. D., his heirs, executors, and administrators of and from the said guardianship, and of and from the said legacy or legacies and of and from all actions, suits, payments, accounts, reckonings, claims, and demands for or by reason thereof, or of any other act, matter, cause, or thing whatsoever, in law or in equity, up to the day of the date hereof.

In witness whereof, etc.

RELEASE OF JUDGMENT

Whereas A. B., of, has obtained a judgment in the court of of, against C. D., of, (it being No. of term, A. D. 19,) for the sum of dollars and costs, which judgment by law binds all the real estate then of the said C. D., situate in the said for the payment thereof: And whereas, the said C. D., at the time of the obtaining of the said judgment was seized and possessed of, *inter alia*, [describe premises to be released]: Now know all men by these presents, that I, the said A. B., at the request of the said C. D., and for and in consideration of the sum of dollars, in hand well and truly paid by the said C. D., at the time of the execution hereof, the receipt whereof is hereby acknowledged, do for myself, my heirs, executors, and administrators, covenant, promise, and agree to and with the said C. D., his heirs and assigns, by these presents, that I will not at any time or times hereafter sell or dispose of, attach or levy upon, or claim or demand the aforesaid premises, with the appurtenances, or any part thereof, in or by virtue of the aforesaid judgment, nor claim any estate therein; so that the said C. D., his heirs and assigns, shall and may hold the same, free and clear of and from the judgment aforesaid; provided, however, that nothing herein contained shall invalidate the lien or security of the said judgment upon the estate of the said C. D. other than against the piece or parcel of land hereinbefore expressly mentioned and described.

In witness whereof, etc.

RELEASE TO LESSEE ON SURRENDERING LEASE

To all persons to whom these presents may come, A. B., of, sends greeting: Whereas, the said A. B., by indenture of lease, bearing date, did demise unto C. D., of, a messuage in at a certain rent, for a certain term of years, of which about . . . years are yet to come and undetermined, in which said lease are contained covenants for repairing the said premises, and other covenants, on the part of the said C. D. to be performed; and whereas, by agreement between the said A. B. and C. D., the said C. D. hath delivered up the said recited lease, and surrendered the same, and all his interest and term in and to the said house and premises: Now therefore know ye, that the said A. B., in consideration thereof, doth hereby, for himself, his heirs, executors, and administrators, remise, release, and forever discharge the said C. D., his executors and administrators, of and from all and every the covenants and agreements, in the said recited lease contained, by and on the part and behalf of the said C. D., his executors and administrators, to be done and performed, and from all actions, suits, costs, charges, payments, damages, claims, and demands whatsoever in law and equity, for or concerning the same in any manner or wise.

In witness whereof, etc.

RELEASE OF MORTGAGE

To all to whom these presents shall come, I, A. B., of, send greeting: Whereas C. D., of, by indenture of mortgage bearing date the . . . day of, A. D. 19 . . . , and recorded in the office for recording of deeds in and for the, in mortgage book No., page, etc., granted and conveyed unto me, A. B., my heirs and assigns, the premises therein particularly described to secure the payment of a certain debt or principal sum of dollars, lawful money, with interest, as therein mentioned; and whereas, the said C. D. has requested me, the said A. B., to release the premises hereinafter described, being part of said mortgaged premises, from the lien and operation of the said mortgage:

Now therefore know ye, that I, the said A. B., as well in consideration of the premises as of the sum of

dollars, lawful money, to me in hand paid by the said C. D., at the time of the execution hereof, the receipt whereof is hereby acknowledged, have remised, released, quitclaimed, exonerated, and discharged, and by these presents do remise, release, quitclaim, exonerate, and discharge unto the said C. D., his heirs and assigns, [describe premises released]; to hold the same, with the appurtenances, unto the said C. D., his heirs and assigns, forever freed, exonerated, and discharged of and from the lien of said mortgage, and every part thereof. Provided always, nevertheless, that nothing herein contained shall in anywise affect, alter, or diminish the lien or encumbrance of the aforesaid mortgage on the remaining part of said mortgaged premises, or the remedies at law for recovering thereout or against the said C. D., his heirs or assigns, the principal sum, with interest by said mortgage.

In witness whereof, etc.

RELEASE OF RIGHT TO REAL ESTATE

Know all men by these presents, that I, A. B., of, in consideration of dollars to me paid by C. D., the receipt whereof is hereby acknowledged, have remised, released, and forever quitclaimed, and by these presents do remise, release, and quitclaim unto the said C. D., his heirs and assigns, all the estate, right, title, interest, use, trust, claim, and demand whatsoever, both at law and in equity, which I, the said A. B., have, of, in, to, or out of, all and singular the following described parcel of land: [describe land]; so that neither I, the said A. B., my heirs or assigns, nor any other person or persons in trust for me or them, or in my or their name or names, or in the name, right, or stead of any of them, shall or will, can or may, by any ways or means whatever, hereafter have, claim, challenge, or demand, any right, title, or interest, property, claim, and demand, of, in, to, or out of, the same, or any of them, or any part thereof, but that I, the said A. B., my heirs and assigns, and every of them, from all estate, right, title, interest, property, claim, and demand, of, in, to, or out of the said, or any of them, or any part thereof, are, is, and shall be, by these presents forever excluded and debarred.

In witness whereof, etc.

RELEASE BETWEEN TWO TRADERS

Whereas, sundry accounts, current and otherwise, and divers dealings in trade have been subsisting for a long time past between A. B., of, trader, and C. D., of, trader, which said accounts and dealings the said A. B. and C. D. have balanced and adjusted, whereby it appears that nothing remains due from the one to the other; and whereas, therefore, to prevent any future disputes concerning the said accounts and dealings, and to confirm the said adjustment, the said A. B. and C. D. have mutually agreed to give reciprocal releases to each other:

Now know all men by these presents, that the said A. B., for the consideration above said, and to prevent all future disputes, for himself, his heirs, executors, and administrators, doth remise, release, and forever quitclaim unto the said C. D., his heirs, executors, and administrators, all and all manner of action and actions, cause and causes of actions, suits, debts, dues, sum and sums of money, accounts, reckonings, bonds, specialties, covenants, contracts, controversies, agreements, promises, variances, damages, extents, executions, claims, and demands whatsoever, both at law and in equity, which against the said C. D., his heirs, executors, or administrators, the said A. B. now hath or ever had, on account of their said mutual dealings, or for or by reason of any other cause, matter, or thing whatsoever, from the beginning of the world to the day of the date of these presents.

And the said C. D., for the consideration above said, and to prevent all future disputes for himself, his heirs, executors, and administrators, doth remise, release, and forever quitclaim unto the said A. B., his heirs, executors, and administrators, all and all manner of action and actions, cause and causes of actions, suits, debts, dues, sum and sums of money, accounts, reckonings, bonds, specialties, covenants, contracts, controversies, agreements, promises, damages, extents, executions, claims, and demands whatsoever, both at law and in equity, which against the said A. B., his heirs, executors, or administrators, the said C. D. now hath or ever had, on account of their mutual dealings, or for or by reason or any other cause, matter, or thing whatsoever, from the beginning of the world to the day of the date of these presents.

In witness whereof, we have hereunto set our hands and seals this . . . day of, A. D. 19

A. B. [L. s.]
C. D. [L. s.]

RELEASE OF TRUST

To all to whom these presents may come, A. B., of, sends greeting: Whereas, by indenture bearing date, A. D. 19, made between E. F. and A. B., [recite deed], in which said indenture the said A. B. doth hereby declare that his name was only used in trust, for the benefit and behoof of C. D., of:

Now know ye, that I, the said A. B., in discharge of the trust reposed in me, at the request of the said C. D., have remised, released, surrendered, assigned, and set over, and by these presents, for me, my heirs, executors, and administrators, do freely and absolutely remise, release, surrender, assign, and set over, unto the said C. D., his heirs, executors, administrators, and assigns, all the estate, right, title, interest, use, benefit, privilege, and demand whatsoever, which I, the said A. B., have, or may have, of or to the said premises, or of and in any sum of money, or other matter or thing whatsoever, in the said indenture contained, mentioned, and expressed; so that neither I, the said A. B., my heirs, executors, or administrators, nor any of us, at any time hereafter, shall or will ask, claim, challenge, or demand any interest or other thing, in any manner whatsoever, by reason or means of the said indenture, or any covenant therein contained, but thereof and therefrom, and from all actions, suits, and demands, which I, my heirs, executors, administrators, or assigns, may have concerning the same, shall be utterly excluded and forever debarred, by these presents.

In witness whereof, etc.

SALES

BILL OF SALE, WITH WARRANTY

Know all men by these presents, that I, A. B., of
, for and in consideration of the sum of
 dollars, to me in hand paid by C. D., of,
 at or before the sealing and delivery of these presents, the
 receipt whereof is hereby acknowledged, have granted,
 bargained, sold, and delivered, and by these presents do
 grant, bargain, sell, and deliver unto the said C. D., all and
 singular the goods and chattels mentioned in the schedule
 hereunto annexed, and marked with the letter "A"; to have
 and to hold the said goods and chattels unto the said C. D.,
 his heirs, executors, administrators, and assigns, to and for
 his and their own proper use, benefit, and behoof, forever.
 And I, the said A. B., for myself, my heirs, executors, and
 administrators, the said C. D., his executors, administrators,
 and assigns, from and against all persons whomsoever, shall
 and will warrant and forever defend by these presents.

In witness whereof, I have hereunto set my hand and seal
 the . . . day of, A. D. 19 A. B. [L. S.]

Sealed and delivered in
 the presence of us: }
 }
 }

BILL OF SALE OF SPECIFIED CHATTELS, WITH WARRANTY

Know all men by these presents, that I, A. B., of
, in the county of, and state of,
 party of the first part, for and in consideration of the sum
 of dollars, lawful money of the United States of
 America, to me in hand paid, at or before the ensembling and
 delivery of these presents, by C. D., of,
 party of the second part, the receipt whereof is hereby
 acknowledged, have granted, bargained, sold, and delivered,
 and by these presents do grant, bargain, sell, and deliver,

unto the said party of the second part, all the following goods, chattels, and property, to wit:

One Perfection thresher, and the fixtures and appurtenances thereto, now in the possession of E. F., and being used by E. F. in various places in Blank county, under a contract of rental until January first, next; one pair of bay carriage horses—one known as Billy (5 years old, white face), the other known as Jim (6 years old, scar on left hip), both now in my possession, hereby warranting each of said horses to be sound in every respect, kind, well broken single or double, or under the saddle; all of the crop of growing potatoes on the ten-acre lot on my farm known as the "Hill Lot," and I do hereby authorize the said C. D., or his employes, to take possession of said lot during the present year for the purpose of cultivating and harvesting such crop, and for that purpose to enter and cross any of my other lands.

To have and to hold the said goods, chattels, and property unto the said party of the second part, his heirs, executors, administrators, and assigns, to and for his and their own proper use and behoof, forever. And the said party of the first part does vouch himself to be the true and lawful owner of the said goods, chattels, and property, and have in himself full power, good right, and lawful authority, to dispose of the said goods, chattels, and property, in manner as afore-said: And I do, for myself, my heirs, executors, and administrators, covenant and agree to and with the said party of the second part, to warrant and defend the said goods, chattels, and property to the said party of the second part, his executors, administrators, and assigns, against the lawful claims and demands of all and every person and persons whomsoever.

In witness whereof, I have hereunto set my hand and seal the . . . day of A. D. 19 A. B. [L. S.]

Witnesses:

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BILL OF SALE BY PARTNER TO OTHER PARTNER

In consideration of the sum of dollars, to me in and paid by A. B., the receipt whereof is hereby acknowledged, I have sold, and do hereby sell, assign, transfer and set over to A. B., all of my interest in the partnership property of the firm of B. & D.; such property consisting principally of the stock of, in the store situated at

., and the debts and accounts due said firm. This sale is made at an agreed price, inventory being waived, and in consideration of the sale A. B. assumes all of the liabilities and agrees to pay any and all of the debts owing by the firm of B. & D., which is hereby dissolved. And I hereby authorize said A. B., in my name, or in his own, or in the names of both of us, but at his own cost, to take all legal measures proper or necessary for securing and enjoying the property hereby assigned.

Witness my hand and seal this . . . day of, A. D.
19 . . . , at A. B. [L. s.]

BILL OF SALE AS A COLLATERAL MORTGAGE

Know all men by these presents, that I, A. B., of, of the first part, for and in consideration of the sum of dollars, lawful money of the United States, to me in hand paid, at or before the ensembling and delivery of these presents, by C. D., of, of the second part, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do grant and convey unto the said party of the second part, his executors, administrators, and assigns [describe chattels sold], all of which are now used by me in [place where chattels are located], and which it is agreed shall remain there and be used by me until To have and to hold the same unto the said party of the second part, his executors, administrators, and assigns, forever. And I do for myself, my heirs, executors, and administrators, covenant and agree, to and with the said party of the second part, to warrant and defend the sale of the said property hereby sold unto the said party of the second part, his executors, administrators, and assigns, against all and every person and persons whomsoever.

In witness whereof, I have hereunto set my hand and seal the . . . day of, A. D. 19 . . . A. B. [L. s.]

CONDITIONAL SALE NOTE

\$100 CHICAGO, ILL., October 1, 1902.

Six months after date we promise to pay to the order of E. F., One Hundred Dollars at, value received.

This note being given on a contract for the purchase of a [name of article], it is expressly agreed that the title to and

ownership of said remains absolute in and shall not pass from E. F., until this note and all others given for the purchase money of said are fully paid. It is further agreed that this note shall be due on demand, if the makers attempt to move out of said county or dispose of said We and each of us severally bind our separate property and estate for the payment of this debt.

A. B.

C. D.

SHIPPING

FORM FOR A SET OF BILLS OF LADING

Shipped, in good order and condition, by A. B., in and upon the called the, whereof is master for this present voyage, and now lying in the port of and bound for, [describe or enumerate articles], being marked and numbered as in the margin; to be delivered in the like good order and condition, at the aforesaid port of (the dangers of the seas only excepted) unto C. D., or to his assigns, he or they paying freight for the said goods at the rate of, with primage and average accustomed. In witness whereof, the master or purser of the said vessel hath affirmed to C. D. bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

Dated at, the . . . day of, A. D. 19

[Signature of carrier by the proper officer]

CHARTER PARTY

This charter party, made and concluded upon in the city of, the . . . day of, A. D. 19, between A. B., owner of the of of the burden of . . . tons, or thereabouts, register measurement, now lying in the harbor of, of the first part, and C. D., of, of the second part, witnesseth, that the said party of the first part agrees on the freighting and chartering of the whole of the said vessel (with the exception of the deck, cabin, and necessary room for crew, and storage of provisions, sails, and cables), or sufficient room for the cargo hereinafter mentioned, unto the said party of the second part, for a voyage from, on the terms following: The said vessel shall be tight, stanch, strong, and every way fitted for such a voyage, and receive on board during the aforesaid voyage the merchandise hereinafter mentioned. The said party of the second part

doth engage to provide and furnish to the said vessel, [describe cargo to be furnished]; and pay to the said party of the first part, or his agent, for the use of the said vessel during the voyage aforesaid, in the manner following: . . .

It is further agreed that . . . lay days shall be allowed for loading and discharging the vessel: . . . ; and in case the vessel be longer detained, the said party of the second part agrees to pay as demurrage to the said party of the first part . . . ; the cargo to be received and delivered according to the custom and usages of the respective ports.

To the true and faithful performance of all and every of the foregoing agreement, we the said parties do hereby bind ourselves, our heirs, executors, administrators, and assigns, each to the other, in the penal sum of . . . dollars.

In witness whereof, we have hereunto set our hands the day and year first above written.

A. B. [L. s.]

C. D. [L. s.]

Signed in the pres-
ence of
.....
.....

BILL OF SALE OF REGISTERED VESSEL

To all to whom these presents shall come, greeting: Know ye, that I, A. B., of . . . , owner of the . . . or vessel, called the . . . , of the burden of . . . tons, or thereabouts, for and in consideration of the sum of . . . dollars, lawful money of the United States of America, to me in hand paid, before the sealing and delivery of these presents, by C. D., the receipt whereof I do hereby acknowledge, have bargained and sold, and by these presents do bargain and sell, unto the said C. D., his executors, administrators, and assigns, the whole [or, part] of the said . . . or vessel, together with . . . , the sails, boats, anchors, cables, tackle, furniture, and all other necessities thereunto appertaining and belonging, the certificate of the registry of which said . . . or vessel is as follows, viz.: [recite whole certificate of registration verbatim]. To have and to hold the said . . . or vessel and appurtenances thereunto belonging unto him, the said C. D., his executors, administrators, and assigns, to the sole and only proper use, benefit, and behoof of him, the said C. D., his executors, administrators, and assigns, forever. And I, the said A. B., have promised, covenanted, and agreed, and by these presents do promise, covenant, and agree, for me,

my heirs, executors, and administrators, to and with the said C. D., his heirs, executors, administrators, and assigns, to warrant and defend the said or vessel, and all the other before-mentioned appurtenances, against all and every person and persons whomsoever.

In testimony whereof, the said A. B. has hereunto set his hand and seal this . . . day of, A. D. 19

Signed, sealed, and de-
livered in the pres-
ence of
.....
.....

A. B. [L. s.]

This bill of sale should be acknowledged and recorded. A bill of sale of an enrolled or licensed vessel is in similar form, except that the certificate of enrolment or of license is recited instead of the certificate of registry.

MORTGAGE OF A VESSEL

Know all men by these presents, that we, A. B., of, and C. D., of, are held and firmly bound unto E. F., of, in the just and full sum of dollars, lawful money of the United States of America, to be paid to the said E. F., or his executors, administrators, or assigns; for which payment well and truly to be made, we do bind ourselves, our heirs, executors, and administrators firmly by these presents. Sealed with our seals, and dated at, this . . . day of, A. D. 19

Whereas E. F. has this day lent and advanced unto the said A. B. and C. D. the sum of dollars on the body, tackle, and appurtenances of the or vessel called the, of the burden of tons, or thereabouts; the said A. B. and C. D. being the owners of the same:

Now the condition of this obligation is such, that if the said A. B. and C. D. shall pay or cause to be paid to the said E. F. the sum of dollars [amount loaned], and interest thereon at the rate of on or before the . . . day of, A. D. 19, then this obligation to be void; otherwise, to remain in full force and virtue. And in consideration of and as security for said loan as afore-said, the said [vessel, or ship, or steamer, as it may be] is by these presents assigned, pledged, mortgaged, set over, and conveyed to the said E. F., his heirs and assigns; the

certificate of the enrolment of which vessel is as follows, viz.: [recite certificate of enrolment of vessel verbatim].

It being mutually understood and agreed, that in case the amount of said loan and interest, or any part thereof, according to the terms of these presents, shall remain due and unpaid to said E. F. after the expiration of, the said E. F. may take possession of said and appurtenances, and sell the same at public auction, in order to satisfy the amount then due, without any proceedings in court or otherwise, for the purpose of authorizing such sale, and thereupon may execute and deliver a sufficient bill of sale to transfer completely to any purchaser or purchasers all title and property in and to the said and appurtenances, to the said A. B. and C. D. as owners thereof now belonging; the said E. F. thereupon to account to the said A. B. and C. D. for any surplus of such sale, after paying all charges and expenses.

And in case of such sale as aforesaid, the said A. B. and C. D., their executors, administrators, or assigns, shall, whenever thereto requested, make, execute, and deliver to such purchaser or purchasers, another bill of sale of said and appurtenances, in which the enrolment shall be recited as above, for the transferring completely to said purchaser or purchasers all the right, interest, and claim, of said A. B. and C. D., their executors, administrators, or assigns, as owners of said And in default of the prompt execution and delivery of such other bill of sale to such purchaser or purchasers, by the said A. B. and C. D. when thereto requested, the said E. F. is hereby constituted and appointed the legal attorney of the said A. B. and C. D. for the purpose of making, executing, and delivering such bill of sale, and the said A. B. and C. D. hereby ratify and confirm the act of the said E. F. as their attorney for said purpose.

And it is hereby further agreed, that insurance shall be made at some office in on the said for the security of the said E. F. to an amount not less than the sum loaned as aforesaid, and the said E. F. is hereby authorized to procure such insurance, at the expense of the said A. B. and C. D. if not seasonably obtained by him.

Signed, sealed, and delivered in presence
of
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A. B. [L. s.]
C. D. [L. s.]

MARITIME PROTEST

UNITED STATES OF AMERICA

By this public instrument of protest, be it known and made manifest unto all whom it may concern, that on the . . . day of . . . , A. D. 19 . . . , before me, . . . , a notary public for . . . , duly commissioned and sworn, residing in . . . , and by law authorized to administer oaths and affirmations, personally appeared [give names of all parties who make protest, with a description of each of them as to occupation and residence], of and belonging to the . . . or vessel called the . . . , of the port of . . . , of the burden of . . . tons, or thereabouts, and they, the said appearers, having been by me, the said notary public, severally duly sworn according to law, did respectively declare and say, that they sailed in their several capacities aforesaid, on the . . . day of . . . , A. D. 19 . . . , from the port of . . . , in and with the said vessel, she being then tight, stanch, and strong, properly manned and provided with all necessary apparel, stores, and provisions, and in every other respect well adapted for her intended voyage, and having on board cargo consisting of . . . , properly stowed and secured, bound for . . . ; that thereafter, on the . . . day of . . . , A. D. 19 . . . , [set forth with some minuteness the place of any accident or loss, and the circumstances of the occurrence]; that any losses, injury, or damage suffered or sustained by said vessel or her cargo, are entirely owing to the cause hereinbefore related, and not to any omission, neglect, or mismanagement of the said master, his officers, or crew.

Wherefore, these appearers now desire to protest, requiring an act thereof from me, the said notary public, to avail them when and where needful and necessary; and in testimony of the truth of the premises have hereunto respectively set their hands.

Whereupon I, the said notary public, at the request aforesaid, have protested, and by these presents do protest, against the said causes and occurrences, for all and every loss and losses, injuries, damages, costs, charges, breaches of charter party, or bills of lading, which have been or may be suffered or sustained thereby, that the same may be submitted unto, suffered, and borne by them, to whom of right it doth, shall, or may belong.

We, [insert again names of appearers], do solemnly swear that the foregoing statement is correct, and contains a true

account of all the facts and circumstances of the case to the best of our knowledge.

[Signatures of all the appearers]

Thus done and protested by me, the said notary public, at the city of, the . . . day of, A. D. 19

Quod Attestor.

State of }
County of } ss.

I,, a notary public, duly commissioned and sworn, under the authority of the state of, and residing at, do hereby certify that the foregoing is a true copy of a certain instrument of protest made before me by the master and a part of the crew of the of, and by him and a portion of his crew duly subscribed and sworn to, the same having been carefully transcribed from and compared with the original instrument.

In testimony whereof, I have hereunto set my hand and notarial seal, in the city of, this . . . day of, A. D. 19

[Notarial seal]

Notary Public.

SHORT FORM OF MARITIME PROTEST

Be it known, that on the day of the date hereof, before me,, a notary public for, duly commissioned and sworn, residing in, personally appeared, the master of the, of the port of, of the burden of, and declared that he sailed in his capacity aforesaid, in and with the said vessel, from the port of on or about the . . . day of, A. D. 19, with a cargo of; bound for the port of, and arrived here; that during the voyage [describe accident or loss]; and the appearer apprehending damage and loss, noted this protest accordingly, the . . . day of, A. D. 19

[Signature of master]

[Notarial seal]

Notary Public.

CUSTOM-HOUSE POWER OF ATTORNEY

Know all men by these presents, that I, A. B., of, do make, constitute, and appoint C. D., of, my true and lawful attorney for me and in my name to enter in due form of law, at any custom house in the United States of America, all goods, wares, and merchandise, which have been imported, or may hereafter be imported by me, or which have arrived, consigned, or may hereafter arrive, consigned to me, or in which I am or may be interested or concerned; and for me and in my name and stead to sign, seal, execute, and deliver, all and every bond and bonds which may be required to secure the duties thereon, or for the transportation or exportation of the same; or any other bond or bonds required by the revenue laws or the regulations of the treasury department of the United States, or the collector of the customs of the district of relative to any such merchandise; or which may be necessary to obtain the debenture and debentures, upon such of said goods, wares, and merchandise as may be exported for me or on my account; to have, take, and receive all debenture certificates to be issued thereupon for me and in my name, to indorse, assign, and transfer the same; or have, take, and receive the moneys due and to grow due thereon; and generally, as my attorney, to do, transact, and perform all custom-house business of what kind soever, in which I am or may be interested or concerned, as fully and effectually, to all intents and purposes, as I, if present there in person, could do; also, to set my seal to any instrument which may be necessary in the premises, and the same to acknowledge for me to be my deed; and generally to do and perform all things relating to the premises, which I could lawfully do, if personally present, and as fully and effectually to every intent and purpose, although the same should seem to require more precise or special authority than is herein expressed. And especially authorizing and empowering my said attorney, for me and in my name and stead to sign, seal, execute, and deliver all bonds of indemnity and other specialties, and also all other documents which may be necessary for effecting the premises; hereby ratifying all and whatsoever my said attorney may lawfully do by virtue hereof.

[And I hereby further authorize my said attorney at any time, and from time to time at his discretion, by proper letters of attorney, to substitute any other person or persons

for himself in my place, and the same at his pleasure to revoke; hereby giving to the substitute or substitutes, as full power and authority in the premises, as is hereby given to my said attorney. And also hereby ratifying and confirming all and every act, matter, and thing, that my said attorney, or his substitute or substitutes, may do in the premises, by virtue of these presents.]

And it is hereby declared and understood, that this power shall be in full force and virtue until revoked by written notice given to the collector.

In witness whereof, I have hereunto set my hand and seal this . . . day of . . . , A. D. 19 . . . A. B. [L. S.]

Signed, sealed, and de-
livered in the pres-
ence of
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BOTTOMRY BOND

Know all men by these presents, that I, A. B., of . . . , now master and commander of the . . . or vessel called the . . . , of the burden of . . . tons, or thereabouts, now lying in the port of . . . , am held and firmly bound unto C. D., of . . . , in the sum of . . . dollars, lawful money of the United States of America, to be paid to the said C. D., his certain attorney, executors, administrators, or assigns; for which payment, well and truly to be made, I do bind myself, my heirs, executors, and administrators, and also the said vessel, her tackle, apparel, and furniture, firmly by these presents. Sealed with my seal, at . . . , this . . . day of . . . , A. D. 19 . . .

Whereas, the above bounden A. B. has been obliged to take up and borrow, and hath received of the said C. D. for the use of the said vessel, and for the purpose of fitting the same for sea, the sum of . . . dollars, lawful money of the United States of America, which sum is to be and remain as a lien and bottomry on the said vessel, her tackle, apparel, and furniture, at the rate or premium of [state rate of maritime interest] for the voyage; in consideration whereof, all risks of the seas, rivers, enemies, fires, pirates, etc., are to be on account of the said C. D. And for the better security of the said sum and premium, the said A. B. doth, by these presents, hypothecate and assign over to the said E. F., his heirs, executors, administrators, and assigns, the said vessel, her tackle, apparel, and furniture. And it is hereby declared,

that the said vessel is thus hypothecated and assigned over for the security of the money so borrowed, and taken up as aforesaid, and shall be delivered for no other use or purpose whatever, until this bond is first paid, together with the premium hereby agreed to be paid thereon.

Now the condition of this obligation is such, that, if the above bounden A. B. shall well and truly pay, or cause to be paid, unto the said E. F. the just and full sum of dollars, lawful money as aforesaid, being the sum borrowed, and also the premium aforesaid, at or before the expiration of days after the arrival of the said vessel at, then this obligation, and the said hypothecation, to be void and of no effect; otherwise, to remain in full force and virtue. Having signed and executed two bonds of the same tenor and date, one of which being accomplished, the other to be void and of no effect.

Signed, sealed, and de-	} [Signature] [L. S.]
livered in the presence	
of	
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CONTRACT FOR BOATMEN

This agreement, made the . . . day of, A. D. 19 . . . , between A. B., of, master of the steam-boat, of the first part, and C. D., of,, deck hand, of the second part:

Whereas, the is bound on a voyage from, in the state of, [describe contemplated voyage briefly]: Witnesseth, that the said C. D. agrees to faithfully serve the said A. B. as a deck hand on the while she is making said voyage, for the period of . . . months from and after the . . . day of, A. D. 19 . . . , upon which day he agrees to render himself on board.

In consideration of which services to be performed, the said A. B. agrees to pay the said C. D. the sum of dollars per month, payable as follows: dollars on the . . . day of, A. D. 19 . . . , and the same amount on the . . . day of each month following during said term, and to furnish and allow him with suitable board, washing, and lodging on said boat [stating facts].

In witness whereof, the parties to these presents have hereunto set their hands at, the day and year first aforesaid.

A. B.
C. D.

TRUSTS

DECLARATION OF TRUST

To all to whom these presents shall come, greeting:

Whereas, A. B., of, is the present legal owner in fee of certain real estate hereinafter particularly described [under and subject to the payment of the mortgage debts now or hereafter to be secured thereon]; and whereas, the equitable owner of the said real estate is now C. D., of: Now therefore know ye, that I, the said A. B., as well in consideration of the sum of one dollar unto me in hand paid by the said C. D., the receipt whereof is hereby acknowledged, as of other good causes and considerations to me hereunto moving, do by these presents make known, admit, and declare that I now stand seized of the following real estate, to wit:, to and for the only proper use and behoof of the said C. D., his heirs and assigns. And further, I do for myself, my heirs, executors, and administrators, hereby covenant and agree with the said C. D., his heirs and assigns, that I, the said A. B., or my heirs, shall and will at the request of the said C. D., or his heirs, make, execute, and deliver a good deed or deeds unto such person or persons, corporation or corporations, as the said C. D., or his heirs, may direct, granting and conveying unto such person or persons, corporation or corporations, the said above-described real estate, either in whole or in parts, in fee simple, [under and subject to the mortgage debts now or hereafter to be secured thereon].

In witness whereof, I have hereunto set my hand and seal this . . . day of, A. D. 19 A. B. [L. s.]

Sealed and delivered in
the presence of us: }
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DECLARATION OF TRUST AS TO PURCHASE- MONEY OF REALTY

To all persons to whom these presents shall come, I, A. B., of, [as described in the deed], send greeting:

Whereas, by indenture of, bearing date the . . . day of, A. D. 19 . . . , and made between C. D., of, [as described in the deed], of the one part, and me, the said A. B., of the other part, he, the said C. D., for and in consideration of the sum of dollars therein mentioned to have been paid to him by me, the said A. B., hath granted, or did grant, bargain, and sell all that messuage [describe premises], to hold the same unto me, the said A. B., my heirs and assigns, forever, which said premises were heretofore the estate of or in possession of: Now know ye, that I, the said A. B., do hereby acknowledge and declare the said sum of dollars above mentioned as paid unto the said C. D. by me, the said A. B., as aforesaid, was and is the proper money of E. F., of, and the name of the said A. B. in the said indenture is used only in trust for him, the said E. F., his executors, administrators, and assigns, and that I, my heirs and assigns, shall at any time or times hereafter, upon the request and at the proper cost and charges of the said E. F., his executors, administrators, and assigns, convey by a good and sufficient deed the said premises so bargained and sold unto me, the said A. B., as aforesaid, together with all my estate, right, title, and interest thereunto, in such manner as by him, the said E. F., his executors, administrators, or assigns, or his or their counsel learned in the law, shall be reasonably required.

In witness whereof, I have hereunto set my hand and seal this . . . day of, A. D. 19 A. B. [L. s.]

Signed, sealed, and
delivered in the
presence of
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DECLARATION OF TRUST BY GUARDIAN IN FAVOR OF WARD

To all persons to whom these presents shall come, A. B., of, sends greeting:

Whereas, by certain indentures of lease and release bearing date the . . . day of, A. D. 19 . . . , and made between C. D., of the one part, and me, the said A. B., of the other part, the said C. D., in consideration of the sum of dollars, in the said indenture of release mentioned to be paid by me to him, the said C. D., hath granted and released unto me and to my use, and the use of my heirs, all that messuage and tract of land, with its appurtenances [describe premises], as by the said indentures of lease and release, relation being thereunto had, may more at large appear: Now know ye, that I, the said A. B., do hereby acknowledge and declare that I, as guardian and trustee of E. F., a minor, being well satisfied that the purchasing of the said lands and premises, by reason of their situation, would be very advantageous to the said E. F., and an improvement of his estate, was advised to make the said purchase; and I do hereby further declare that the same was made with the proper moneys of the said E. F., and that the said lands and premises were so purchased in trust for the said E. F., his heirs and assigns, if he or they, when capable of so doing, shall accept a conveyance thereof, and I, the said A. B., my heirs, executors, and administrators, be allowed the purchase-money, with other charges by me paid by reason of the same, upon my account, for the profits of the estate of the said E. F.

In witness whereof, I have hereunto set my hand and seal this . . . day of, A. D. 19 A. B. [L. S.]

Signed, sealed, and de-
livered in the pres-
ence of
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DECLARATION OF TRUST RELATIVE TO A BOND

Whereas, in and by an obligation bearing even date with these presents, C. D., of, stands bound to A. B., of, in the sum of dollars, conditioned for the payment of dollars, with interest on the same, on next ensuing, as thereby

may appear: Now know all men by these presents, that I, the said A. B., do hereby acknowledge and declare that the said sum of dollars, lent upon the said obligation, was all the proper money of E. F., of; and that my name is used in said obligation only in trust for the benefit of him, the said E. F.

In witness whereof, I have hereunto set my hand and seal this . . . day of, A. D. 19 A. B. [L. S.]

Signed, sealed, and de-
livered in the pres-
ence of
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DECLARATION OF TRUST BY CREDITOR

Whereas C. D., of, did take up and borrow of A. B., of, the sum of dollars, and for securing thereof assigned to the said A. B. certain [describe securities or estates assigned]; and whereas, for the better securing the said sum of dollars, C. D. became bound to the said A. B. in the penal sum of dollars, for the payment of dollars, and interest, on the . . . day of next ensuing the date thereof: Now know all men by these presents, that the said A. B. doth hereby acknowledge and declare that the said bond, and the said assignment of, were both given for securing the sum of dollars, and interest, to the said A. B., and for no greater or other sum.

In witness whereof, I have hereunto set my hand and seal the . . . day of, A. D. 19 A. B. [L. S.]

Signed, sealed, and de-
livered in the pres-
ence of
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DEED OF TRUST FOR THE BENEFIT OF A MARRIED WOMAN

This indenture, made the . . . day of, A. D. 19 between A. B., of, in the county of, and state of, and C. B., his wife, of the one part, and E. F., of, in the county of, and state of, of the other part, witnesseth, that the said A. B. and C. B., his wife, for and in consideration of the sum of dollars, lawful money of the United States, to them

in hand paid by the said E. F., for the uses and upon the trusts hereinafter mentioned, at and before the ensealing and delivery hereof, the receipt whereof they do hereby acknowledge, have granted, bargained, sold, aliened, enfeofed, released, and confirmed, and by these presents do grant, bargain, sell, alien, enfeof, release, and confirm, unto the said E. F., his heirs and assigns, forever, all that certain piece or parcel of land situated [describe premises], together with all and singular the buildings and improvements to the same belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof. To have and to hold the said piece or parcel of land, with the appurtenances, hereby granted, or intended so to be, unto the said E. F., his heirs and assigns, forever; in trust, nevertheless, and for the uses following, and none other, that is to say, for the sole and separate use of G. H., the wife of D. H., of, for and during her natural life, and so that she alone, or such persons as she shall appoint, shall take and receive the rents, issues, and profits thereof, and so that her said husband shall not in anywise intermeddle therewith; and from and after the decease of the said G. H., in trust for the use of the heirs of the body of the said G. H., by the said D. H. begotten, or to be begotten, forever, with power to the said E. F. to sell and convey, in fee simple, the whole or any part of the aforesaid premises and appurtenances, to any person or persons, and for such sum or sums of money as the said G. H. by writing under her hand and seal, and duly acknowledged at any time during her natural life, may appoint and direct. And the said A. B. and C. B., his wife, for themselves, their heirs, executors, and administrators, do covenant and agree to and with the said E. F., his heirs and assigns, by these presents, that they, the said A. B. and C. B., his wife, and their heirs, the said above-mentioned and described piece or parcel of land, with the appurtenances, unto the said E. F., his heirs and assigns, against them, the said A. B. and C. B., and their heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same, or any part thereof [by, from, or under him, them, or, any of them], shall and will warrant and forever defend, by these presents.

In witness whereof, the said parties of the first part to these presents have hereunto set their hands and seals the day and year first above written.

Witnesses:

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A. B. [L. s.]
 C. B. [L. s.]

DEED FROM TRUSTEE IN FOREGOING DEED

This indenture, made the . . . day of . . . , A. D. 19 . . . , between E. F., of . . . , trustee of the hereafter-mentioned and described premises for the use of G. H., wife of D. H., of . . . , of the first part, and N. O., of . . . , of the second part, witnesseth, that the said E. F., by the appointment and direction of the said G. H., given under her hand and seal, duly acknowledged, for the sum of . . . dollars, lawful money of the United States, to him in hand paid by the said N. O., for the use of the said G. H., at and before the ensembling and delivery hereof, the receipt whereof he doth hereby acknowledge, and thereof acquit and forever discharge the said N. O., hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, bargain, sell, release, and confirm unto the said N. O., his heirs and assigns, all that piece or parcel of land, [describe premises conveyed]. Together with all and singular the buildings, improvements, rights, liberties, privileges, herditaments, and appurtenances whatsoever, thereunto belonging or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, claim, and demand whatsoever of him, the said E. F., in law or in equity, or otherwise howsoever, of, in, and to the same.

To have and to hold the said piece or parcel of land hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said N. O., and to his heirs and assigns, forever. And the said E. F., for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the said N. O., his heirs and assigns, by these presents, that he, the said E. F., and his heirs, the said above-mentioned and described premises, with the appurtenances, unto the said N. O., his heirs and assigns, against him, the said E. F., and his heirs, and against all and every other person and persons whomsoever, lawfully claiming or to claim the same, or any part thereof [by, from, or under him, them, or any of them], shall and will warrant and forever defend, by these presents.

In witness whereof, I have hereunto set my hand and seal the day and year first above written. E. F. [L. s.]

Signed, sealed, and delivered in presence of
 . . .
 . . .

SPENDTHRIFT TRUST DEED

This indenture, made the . . . day of . . . , A. D. 19 . . . , between A. B., of . . . , in the county of . . . , and state of . . . , of the one part, and C. D. and E. F., of . . . , in the county of . . . , and state of . . . , of the other part, witnesseth, that the said A. B., for and in consideration of the sum of one dollar unto him in hand paid by the said C. D. and E. F., at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, and for the purpose of preserving his property and estate for the support of himself, and the support and education of his children, hath granted, bargained, sold, assigned, transferred, and set over, and doth hereby grant, bargain, sell, assign, transfer, and set over unto the said C. D. and E. F., and to their heirs, executors, administrators, and assigns, all the real estate of which he, the said A. B., is now seized or possessed, or in any manner entitled to, whether in possession, remainder, or reversion, and wheresoever situate, and all his right, title, and interest therein; and also all his personal property, goods, chattels, and credits of every description whatever and wheresoever the same are or may be found. To have and to hold, receive and take, the same and every part thereof, to them, the said C. D. and E. F., their heirs, executors, administrators, and assigns, to the only proper use and behoof of them, the said C. D. and E. F., their heirs, executors, administrators, and assigns, forever; in trust, nevertheless, that they will collect all outstanding debts and credits due to him, the said A. B., that they will sell and convert into money all his personal property, except such articles of household goods as they, in their discretion, may allow him to retain; that they will sell and convey said real estate in fee simple, or for such other estate as he, the said A. B., now hath therein, at such time or times, and altogether, or in such part or parts as they may see fit, and that until such sale or sales they will rent the same, and collect and receive the rents, issues, and profits thereof; that they will, from the proceeds of said personal property, and the rents, issues, and profits of said real estate and the proceeds thereof when sold, first fully pay and discharge all the just debts now due or owing by or from the said A. B.; that they will invest the balance thereof then remaining at interest in such good securities as they may approve, and with power, from time to time, to change such investments as they may see fit, and collect and receive the interest arising therefrom; that they will apply the said rents, issues, and profits, and the interest arising from said

investments, and also so much of the principal thereof as they may think necessary and proper from time to time, and as often and in such manner and in such proportions to each as they, in their discretion, may think right and best, to the comfortable support of him, the said A. B., and to the comfortable support and the education of his children during the whole period of the natural life of him, the said A. B.; and so that neither the said real estate or personal property, nor the rents, issues, and profits or income arising therefrom or any part thereof, shall or may, at any time hereafter, be liable or subject, in any manner whatever, to the control, engagements, debts, or liabilities of him, the said A. B., or of his said children or any of them; and that they will, as soon as conveniently may be after the death of the said A. B., sell and convey the said real estate, if the same or any part thereof then remain unsold, and shall also collect and receive the principal amount of said investments, and that from the proceeds of said sales and the principal of said investments, and from any unexpended interest or income then remaining in their hands, shall pay the expenses of the decent and proper interment of him, the said A. B., and they will then pay and distribute the whole remaining balance of the said trust fund remaining in their hands to and among the heirs of the said A. B., in such proportions or shares as is directed by the laws of the state of for the distribution of the personal property of intestates: Provided, however, nevertheless, that if at any time hereafter during the life of the said A. B., it shall, in the opinion of the said C. D. and E. F., or of the survivor of them, or of their successor or successors in their said trust, become safe and proper and conducive to the happiness, prosperity, and best interests of the said A. B., to pay and reconvey to him the said property and estate, then, and in that case, it shall and may be lawful for them so to do, and upon the same being done they shall become released and discharged from any and all liability therefor or on account thereof, and he, the said A. B., shall thereafter have and hold the same free and discharged from said trust as fully and effectually as if the present indenture had never been made.

In witness whereof, the said parties to these presents have hereunto interchangeably set their hands and seals, dated the day and year first above written. A. B. [L. s.]

Sealed and delivered in
the presence of us:

A. B. [L. S.]
C. D. [L. S.]
E. F. [L. S.]

WILLS

INTRODUCTION TO WILLS AND TESTAMENTS

The will of A. B., of, merchant:

The last will and testament of me, A. B., of
., made this . . . day of, A. D. 19 . . . :

I, A. B., of the town of, in county,
and state of, merchant, declare this to be my last
will and testament:

I, A. B., of the, of, grocer,
do make and publish this, my last will and testament, hereby
revoking and making void all former wills by me at any
time heretofore made:

Know all men by these presents:

That I, A. B., of, in the county of, in
the state of, counselor at law, being in good
health and of sound and disposing mind and memory, do
make and publish this, my last will and testament, hereby
revoking all former wills by me at any time heretofore made:

In the name of God. Amen.

I, A. B., of, in the county of, and
state of, being sick and weak in body, but of
sound mind, memory, and understanding, and considering
the certainty of death, and the uncertainty of the time
thereof, and to the end that I may be better prepared to
leave this world whenever it shall please God to call me
hence, do therefore make and declare this, my last will and
testament, in the manner following, that is to say:

I, W. B., wife of A. B., of, do, by
this, my writing, purporting to be my last will and testa-
ment, dispose of my estate, pursuant and according to the
authority to me given and reserved in and by a deed of
settlement, made on my marriage with the said A. B., bear-
ing date, etc. [set forth date and parties to settlement], and
by virtue of the said deed, and of all other powers and
authorities whatsoever to me given or reserved, in manner
as follows, viz.:

SHORT FORM OF WILL

Will of A. B., of, in the county of, and state of:

1. I give, devise, and bequeath all my property, real, personal, and mixed, to my wife, C. D., absolutely and forever.

2. I hereby revoke all former wills made by me.

3. I appoint said C. D. to be the executrix of this will, and request that she be not required to give any bond or security as such executrix. A. B. [L. s.]

Dated, A. D. 19

Witnesses:

., residing at }
, residing at }
, residing at }

GENERAL FORM OF WILL

Be it remembered, that I, A. B., of, being of sound and disposing mind, memory, and understanding, and considering the uncertainty of life, do therefore make, publish, and declare this to be my last will and testament, in manner and form following, that is to say:

Item one: [insert separately various items of devise or bequest, saying, as to dispositions of real estate, "I give and devise," and as to dispositions of personal property, "I give and bequeath"].

And as to all the rest, residue, and remainder of my estate, real, personal, or mixed, of whatever nature or kind, or wheresoever situate at the time of my decease, I do hereby give, devise, and bequeath, unto And lastly, I do make, constitute, and appoint C. D. and E. F. to be the executors of this, my last will and testament, hereby revoking all former wills and testaments by me at any time heretofore made, and declaring this to be my last will and testament.

In witness whereof, I have hereunto subscribed my name and affixed my seal the . . . day of, A. D. 19
 A. B. [L. s.]

Signed, sealed, published, and declared by the testator above named, as and for his last will and testament, in the

presence of us, who have hereunto, at his request, subscribed our names in his presence, and in the presence of each other, as witnesses hereto.

.....

ANOTHER FORM OF WILL

I, A. B., of, in the county of, and state of, being of sound and disposing mind and memory, do make, publish, and declare this to be my last will and testament, hereby revoking any and all former wills by me at any time heretofore made:

1. I bequeath to my wife, C. D., all the fixtures, prints, books, plate, linen, china, provisions, household goods, furniture, chattels, and effects which shall, at my death, be in, upon, or about my dwelling house and premises, at said

2. I bequeath to my wife the sum of dollars, to be paid to her within one month after my death.

3. I also give and bequeath to my said wife the further sum of dollars.

4. I give and bequeath to my son E. F. the sum of dollars; to my son G. H. the sum of dollars; to my daughter I. J. the sum of dollars; and to my nephew K. L. the sum of dollars.

5. All the rest, residue, and remainder of my estate, real, personal, and mixed, I give, devise, and bequeath to my son M. N., his heirs, executors, administrators, and assigns, absolutely and forever.

I make, constitute, and appoint my said sons, M. N. and E. F., to be the executors of this, my last will and testament.

In witness whereof, I have hereunto subscribed my name and affixed my seal the . . . day of, A. D. 19 . . .

A. B. [L. s.]

The above written instrument, consisting of two pages, was subscribed by the said A. B. in our presence, and acknowledged by him to each of us; and he at the same time declared the above instrument so subscribed to be his last will and testament; and we at his request, in his presence, and in the presence of each other, have signed our

names as witnesses hereto, and written opposite our names our respective places of residence, on the day and year last above written.

....., residing at
 , residing at
 , residing at

WILL CREATING TRUST ESTATES

Be it remembered, that I, A. B., of the city of
 , in the state of , do make this, my last will and testament, in the following manner, that is to say:

I order and direct that all my just debts shall be paid with convenient speed.

I give unto C. D., of said city, merchant, the amount of moneys due and owing from him to me, according to the tenor and effect of four promissory notes signed by him, viz.: One dated October 10, 1900, for seventy-five hundred and eighty dollars; one dated August 19, 1902, for seven thousand dollars; another dated April 29, 1900, for nine hundred and fifty-eight $\frac{4}{100}$ dollars; and another dated January 15, 1902, for sixty-five hundred dollars, and I order said four notes to be canceled.

To R. D., the wife of said C. D., I give an annuity of five hundred dollars, to be paid her in two equal and half-yearly payments of two hundred and fifty dollars each.

It is my will, and I order and direct that a trust fund of twenty thousand dollars shall be raised out of my estate and invested at interest, the income and produce of which trust fund I give unto E. F., of , single woman, to be paid to her half-yearly, during her natural life. And at the decease of the said E. F., the principal sum or trust fund shall be paid to and among such person or persons in such shares and portions as she, the said E. F., by any writing by her signed in the presence of two or more credible witnesses, shall direct and appoint. And in default of such appointment, then said trust fund, or principal sum shall go, as the residue of my estate, to the residuary legatee hereinafter named.

I also direct that another trust fund of fifteen thousand dollars shall be raised out of my estate and invested at interest. And I give the interest and produce of this trust fund, when and as it accrues, unto M. H., the wife of G. H. It is my will that the income of this fund, or principal sum,

shall, during the natural life of said M. H., either be paid into her proper hand, or upon her order or receipt, signed by her alone, notwithstanding her coverture. And I declare that neither the principal nor income of this fund shall be subject to the control, debts, or engagements of the present or any future husband of said M. H., the same being intended for her sole and separate use.

At the decease of said M. H., I give said principal sum or trust fund to the issue of said M. H., and in default thereof, to such other person or persons as she, by a last will, or any writing in the nature of a last will, shall direct or appoint; and in default of such appointment, it is my will that said trust fund or principal sum shall be disposed of and pass as part of the residue of my estate.

I give to J. K. an annuity of eight hundred dollars, to be paid in two equal sums to said J. K., half-yearly, during her natural life.

To L. M., of, in the county of, widow, I give an annuity of two hundred dollars, to be paid her, during life, in quarter-yearly payments.

I also give unto N. O., of, in the county of, widow, an annuity of three hundred dollars, to be paid in quarter-yearly payments during her life.

I order my executor, hereinafter named, to pay L. B., of, either in money, or such articles as his comfortable maintenance may require, one hundred dollars annually during his life, at such times as said executor shall think proper.

To D. E., wife of C. E., of, I give an annuity of seven hundred dollars, to be paid during her life quarterly.

To D. G., wife of B. G., of, I give two hundred dollars, and direct three notes, held by me, signed by her husband, for one hundred dollars each, to be canceled.

To K. L., wife of C. L., of, there shall be paid in money, or delivered in articles necessary for her support, at the discretion of the executor of this my will, two hundred and fifty dollars annually, during her life, at such time and in such portions as he shall choose.

I give to S. L., son of C. L., one thousand dollars, and order that he shall be charged with such amount of moneys as he shall be my debtor for, upon promissory notes, at my decease.

I devise the wood lot in, which I bought of one X. Y., to R. L., wife of S. L., above named, to hold to her for life, and the remainder I give to the child or children of said R. L. and S. L., who shall survive her, and to his, her, or their heirs forever.

If T. U. shall be a member of my family at the time of my decease, she shall and may continue to reside in my dwelling house and participate in the use of the stores and furniture, in common with others of my family, for the term of six months thereafter.

It is my will that a debt of four hundred and forty-two dollars, due me from R. C., of, shall be canceled.

To each of those of the following named persons who shall be in my service at the time of my decease, I give two hundred dollars, viz.: X. O., Z. O., S. W., and W. R.

My will is that all annuities hereinbefore given shall take date from the day of the probate of this will; and all legacies, not annuities, shall be paid within eight months from the same period.

It is my will that all the capital or principal sums which shall be requisite to yield the several annuities above mentioned may, by my executor, be paid to the W. B. Company, to be held and managed by said corporation as trustee under this will; or, if the said executor and the parties beneficially interested therein shall so elect, said capital or principal sums, or any of them, may be placed in the hands of such trustee or trustees as shall, upon application to the court of, be appointed to receive the same, and perform this, my will, in that behalf.

I hereby authorize and empower whoever shall assume the execution of this will, to make sale of, and convey any parcel or parcels of real estate, of which I may die seized, for the purpose of raising any and all such sums of money as shall be required for the trust funds, annuities, and legacies hereinbefore directed to be created, given, and bequeathed. All such sales shall be made by public vendue, after notice thereof shall have been given in two or more newspapers printed in the city of for the term of fourteen days at least prior to such sales being made.

All the residue of my estate, real, personal, and mixed, wheresoever it may be found, and of whatsoever it may consist, I give and devise unto my son H. B., to hold to him and his heirs forever.

I hereby revoke all wills by me heretofore made, and constitute the said H. B. executor of this, my last will.

In witness whereof, I, the above-named testator, have hereunto set my hand and seal this . . . day of, A. D. 19 A. B. [L. s.]

Then and there signed, sealed, and published by A. B., the testator, as and for his last will, in the presence of us, who,

2. To pay to my wife, G. H., upon her sole and separate receipts, the interest, income, and revenue of all my said estate during the term of her natural life.

3. Upon the death of my said wife, to convert all my said estate into money, if in the judgment of my said trustees this course is not deemed unwise or inexpedient, and pay to my three children, I. J., K. L., and M. N., each one-third thereof.

4. If either of my said children shall, before such payment, have died, leaving lawful issue, such issue shall receive the share that would have gone to the parent had he not died; but if there be no issue, then such share shall go to the survivors equally.

5. And I hereby give to my said trustees full power and authority to sell any or all of my real estate at private or public sale and invest the proceeds, or lease the same as they may deem best for the interests of my estate or the beneficiaries thereof.

6. If any of my said children shall not have reached the age of twenty-one years upon the death of my said wife, I hereby appoint my said trustees to be guardians of the person and estate of any minor child during minority.

7. I hereby appoint said C. D. and E. F. to be the executors of this, my last will and testament.

Provision regarding testator's partnership business.

And in respect to my share and interest in the business of buying, selling, and dealing in dry goods and other merchandise, now carried on by me in, in partnership with Q. R. and S. T. under the firm name of R. B. & Company, I hereby authorize and empower the executor or executors for the time being of this, my last will, if he or they in his or their discretion deem it best, and if so desired by my said partners Q. R. and S. T., to permit the whole or any part of the amount which on taking the accounts of said partnership shall appear to be due to my estate, as and for my share and interest in the said business, to remain in the said business as a loan to the surviving partners for any period not exceeding years from the time of my death, but so that the repayment thereof, with interest at the rate of per cent. per annum, or, in lieu of interest, a yearly sum equal to one-third of the annual net profits arising from said business, shall be secured by the joint and several bond of the person or persons for the time being, carrying on the said business, with or without any other

security for the same, as the said executor or executors may think fit, but nothing herein contained is intended as continuing me, my representatives, or my estate, as a partner in said business after my death.

Provision in lieu of dower.

I give, devise, and bequeath to my wife, C. D., to her sole and absolute use, the sum of dollars, to be paid to her within six months after my death, out of my general estate; and it is my meaning and intention that this provision for my said wife shall be, and shall be deemed and taken to be, in lieu and bar of her dower or right to dower or other portion of and in all my estate.

Power to executors to sell realty.

I do further authorize and empower the said C. D. and E. F., the executors of this, my last will and testament, and the survivor of them, in case my personal estate shall be insufficient to pay my just debts and incidental charges, to sell and convey in fee simple, or for a less estate, and for such prices as they shall judge expedient, such parts of my messuages, lands, and tenements aforesaid, as may be necessary for that purpose, and the proceeds of such sale or sales to appropriate thereto.

Conditional bequest.

Whereas, the directors of University are now engaged in an effort to enlarge its sphere of action and give it greater efficiency in promoting education; and whereas I am desirous, if such effort shall prove successful, of still further enlarging its sphere and efficiency by endowing a professorship of in said university; therefore, I give and bequeath to said [insert full corporate name of beneficiary] the sum of dollars, to be paid within . . . years after my death, for the purpose of founding and permanently endowing a professorship of in said university; upon condition, however, that the sum of dollars shall, within . . . years from the time of my death, be raised by the said university for the purpose of endowing two other professorships and paying its indebtedness.

Arbitration of disputes concerning will.

My express will and desire is, that if any difference or dispute, question or controversy, shall arise or happen concerning any gift, bequest, or other matter or thing in this, my will, the same shall be referred wholly to the award, order,

and determination of and
 . . . , with power for them to choose an umpire; but if they
 or either of them should not be able or willing to act in the
 premises, then I do direct that and
 shall each appoint an arbitrator or arbitrators,
 with the same power of choosing an umpire; and what they
 or a majority of them shall order, direct, or determine
 therein, shall be binding and conclusive to and on all and
 every person and persons therein concerned.

Release of debts due testator.

Whereas, there are considerable sums of money due and
 owing to me upon bonds, bills, and otherwise, from my
 relations hereinbefore named, which I desire to release, I
 do hereby direct that all such evidences of debt shall be
 canceled and destroyed by my executors immediately after
 my death; and I hereby discharge my relations hereinbefore
 named, and their heirs, executors, and administrators, from
 the payment of any debts due and owing to me or my estate
 upon any account whatsoever, without any abatement of the
 legacies hereinbefore given to them respectively.

*Disputes concerning validity of will to avoid dispositions
 made to contestant.*

Provided always, that if any person or persons, to whom
 any estate or interest is given or limited, by this, my will,
 shall in any court of law or equity, or otherwise, controvert
 the same, or dispute or call in question the validity thereof,
 or of any of the estates, limitations, powers, provisos, or
 dispositions hereby limited, given, made, or herein contained,
 then, and in such case, the estates, interests, limitations,
 powers, provisos, or dispositions so hereby limited, given,
 made, or herein contained, to or in favor of such person or
 persons so controverting my said will, shall cease, determine,
 and be absolutely void, to all intents and purposes whatso-
 ever, as if such person or persons were naturally dead;
 and then, and from thenceforth, such estate, interests, lim-
 itations, powers, provisos, and dispositions, shall go and
 belong to, and be vested in the person or persons who, by
 virtue of this, my will, shall be next in remainder, after the
 person or persons so disputing as aforesaid; provided, how-
 ever, that such person or persons next in remainder shall
 not controvert or dispute the validity of this, my will, nor of
 any of the devises, limitations, powers, provisos, or disposi-
 tions herein contained, or hereby made.

Investment of personalty for use of married daughter.

I do authorize, empower, and direct the said C. D. and E. F., and the survivor of them, after the payment of my just debts and incidental charges by course of administration, to retain and keep in their own hands, during the life of H. D., husband of my daughter, M. D., all my personal estate then remaining, and the same to invest in bank or other stock, or put out at interest on good security, and the interest and income thereof annually, at such times and places, and in such proportions as they shall judge expedient, to pay to my said daughter during her life, for her sole and separate use; and, if my said daughter shall survive the said H. D., then, on his decease, to pay the whole of said personal estate to her, to her own use forever; but if she shall not survive the said H. D., then during his life, after her decease, to appropriate the same interest and income thereof to the maintenance and education of her children, or any, or either of them, as they, the said executors, shall judge expedient, and after the death of the said H. D. to distribute the whole of said personal estate among said children, to their respective uses forever, the legal representatives of any child who may have deceased to be entitled to the same share as his or her parent would have been if then living. And I do further authorize and empower the said C. D. and E. F., and the survivor of them, during the life of the said H. D., in case they shall judge expedient, to appropriate the whole, or any part of the principal of my said personal estate, either to the support and maintenance of my said daughter during her life, or after her decease to the education and maintenance of all, or any, or either of her children.

Provision to prevent lapse of devise or legacy.

Provided always, and I do hereby direct, that if any of the devisees or legatees in this, my will, named shall die before me, then the said devises and bequests shall not lapse, but in case of real estate such person or persons as shall be the heirs of the devisee shall take as the devisee would have taken if such devisee had survived and outlived me; and in case of a bequest of personal estate I will and direct that the same shall pass and go to the children of the legatee, and for want of a child or children of the legatee, then to the next of kin of such legatee, in the same manner that such legatee would have taken if such legatee had survived and outlived me.

Provision that widow may reside in dwelling house during widowhood.

Also, I further give and devise unto my said dear wife the use and occupation of my dwelling house at, in said county of, with the gardens and offices thereunto belonging, and also . . . acres of land adjoining thereto, called, to be enjoyed by her so long as she shall continue my widow and shall choose to reside in the said dwelling house; and I do direct my said executors to permit her to reside in, use, and occupy the same accordingly.

CONCLUSIONS AND ATTESTATION OF WILLS

ENGLAND

In witness whereof, I, the said A. B., have hereunder set my hand this . . . day of, A. D. 19

A. B.

Signed and declared by the said A. B., as and for his last will and testament, in the presence of us (both being present at the same time), who, at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

.

 [Signatures of witnesses]

MASSACHUSETTS

Signed, sealed, published, and declared by the above-named A. B., as and for his last will and testament, in the presence of the three several persons, whose names do hereunder appear to be by them subscribed as witnesses to the signing, sealing, and publishing the same, which said several persons did so hereunder subscribe their names, in the presence of the testator and in the presence of each other.

. of
 of
 of
 [Signatures and addresses of witnesses]

wife; and whereas, the said E. F. having recently died, I desire that O. P., of, shall be substituted as a trustee and executor of my said will, and guardian of my minor children, in the place of said E. F., deceased; I do hereby declare and provide that my said will shall be construed and take effect as if the name of said O. P. were inserted in my said will throughout, instead of the name of the said E. F. And in all other respects I do hereby confirm my said will.

In witness whereof, etc.

[The conclusion and attestation of the codicil should be in the same form as that of the will itself.]

GENERAL FORM OF CODICIL TO WILL

I, A. B., the within-named testator, do hereby make and publish this codicil, to be added to my last will and testament in manner following, to wit:

I give and bequeath to the sum of dollars.

I hereby revoke the legacy given and bequeathed by my said will to

I hereby revoke the devise in my said will contained to of all that lot [describe the real estate briefly], and I do give and devise the same to

In all other respects I do hereby confirm and ratify my said will.

In witness whereof, etc.

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